

The background of the entire page is a painting. It depicts a woman with dark hair, wearing a vibrant red dress, looking down at a red object she is holding. In the foreground, the face of a man with dark skin and short hair is visible, looking towards the left. The painting style is expressive, with visible brushstrokes and a rich color palette of reds, blues, and earthy tones.

THE SOUTH AFRICAN SALE

Wednesday 13 September 2017

Bonhams

LONDON







THE SOUTH AFRICAN SALE

Wednesday 13 September 2017 at 2pm
New Bond Street, London

VIEWING

Sunday 10 September
11am to 3pm
Monday 11 September
9am to 4.30pm
Tuesday 12 September
9am to 4.30pm
Wednesday 13 September
9am to 12 noon

SALE NUMBER

24245

CATALOGUE

£25.00

ILLUSTRATIONS

Front cover: Lot 18
Back cover: Lot 16
Inside front cover: Lot 14
Opposite page: Lot 59
Inside back cover: Lot 25

BIDS

+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax
To bid via the internet please
visit bonhams.com

TELEPHONE BIDDING

Bidding on telephone will only
be accepted on lots with a lower
estimate in excess of £1,000.

Please note that bids should be
submitted no later than 16:00 on
the day prior to the sale. New
bidders must also provide proof
of identity when submitting bids.
Failure to do this may result in
your bid not being processed.

Live online bidding is available for this sale

Please email bids@bonhams.com
with 'live bidding' in the subject
line 48 hours before the auction
to register for this service.

ENQUIRIES

Giles Peppiatt MRICS
+44 (0) 20 7468 8355

Eliza Sawyer
+44 (0) 20 7468 5881
sapictures@bonhams.com

Helene Love-Allotey
+44 (0) 20 7468 8213

South Africa
Penny Culverwell
+27 71 342 2670
penny.culverwell@bonhams.com

IMPORTANT INFORMATION

**The United States Government
has banned the import of ivory
into the USA. Lots containing
ivory are indicated by the
symbol Φ printed beside the
lot number in this catalogue.**

PHYSICAL CONDITION OF LOTS IN THIS AUCTION

PLEASE NOTE THAT THERE IS
NO REFERENCE IN THIS
CATALOGUE TO THE PHYSICAL
CONDITION OF ANY LOT.
INTENDING BIDDERS MUST
SATISFY THEMSELVES AS TO
THE CONDITION OF ANY LOT
AS SPECIFIED IN CLAUSE 14
OF THE NOTICE TO BIDDERS
CONTAINED AT THE END OF
THIS CATALOGUE.

As a courtesy to intending
bidders, Bonhams will provide a
written Indication of the physical
condition of lots in this sale if a
request is received up to 24
hours before the auction starts.
This written Indication is issued
subject to Clause 3 of the Notice
to Bidders.

CUSTOMER SERVICES

Monday to Friday 8.30 to 18.00
+44 (0) 20 7447 7447

Please see page 4 for bidder
information including after-sale
collection and shipment.

Bonhams 1793 Limited

Registered No. 4326560
Registered Office: Montpelier Galleries
Montpelier Street, London SW7 1HH

+44 (0) 20 7393 3900
+44 (0) 20 7393 3905 fax

Bonhams International Board

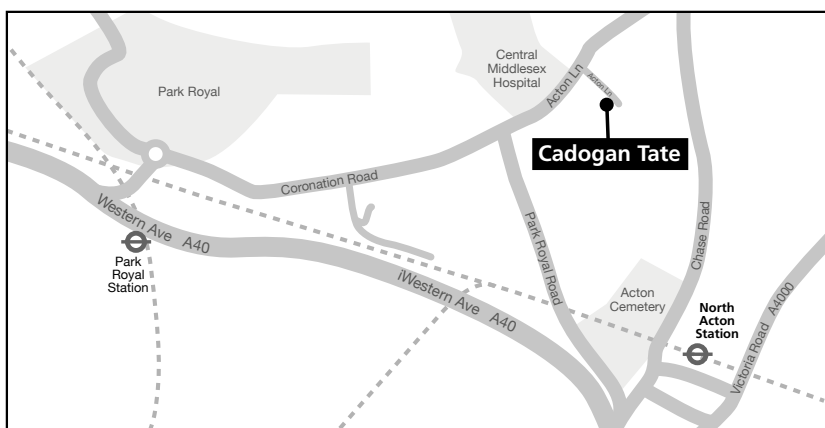
Robert Brooks Co-Chairman,
Malcolm Barber Co-Chairman,
Colin Sheaf Deputy Chairman,
Matthew Girling CEO,
Patrick Meade Group Vice Chairman,
Jon Baddeley, Rupert Banner, Geoffrey Davies,
Jonathan Fairhurst, Asaph Hyman, James Knight,
Caroline Oliphant, Shahin Virani,
Edward Wilkinson, Leslie Wright.

Bonhams UK Ltd Directors

Colin Sheaf Chairman,
Harvey Cammell Deputy Chairman,
Antony Bennett, Matthew Bradbury,
Lucinda Bredin, Simon Cottle, Andrew Currie,
Jean Ghika, Charles Graham-Campbell,
Matthew Haley, Richard Harvey, Robin Hereford,
David Johnson, Charles Lanning, Miranda Leslie,

Gordon McFarlan, Andrew McKenzie,
Simon Mitchell, Jeff Muse, Mike Neill,
Charlie O'Brien, Giles Peppiatt, India Phillips,
Peter Rees, John Sandon, Tim Schofield,
Veronique Scorer, Robert Smith, James Stratton,
Ralph Taylor, Charlie Thomas, David Williams,
Michael Wynell-Mayow, Suzannah Yip.

SALE INFORMATION



BIDS

+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax
To bid via the internet please visit
www.bonhams.com

PAYMENTS

Buyers

+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax

Sellers

Payment of sale proceeds
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax

VALUATIONS, TAXATION & HERITAGE

+44 (0) 20 7468 8340
+44 (0) 20 7468 5860 fax
valuations@bonhams.com

CATALOGUE SUBSCRIPTIONS

To obtain any Bonhams catalogue or to take out an annual subscription: Subscriptions Department
+44 (0) 1666 502200
+44 (0) 1666 505107 fax
subscriptions@bonhams.com

SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099
enquiries@albanshipping.co.uk

BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP

All sold lots marked **TP** will be removed to Cadogan Tate, 241 Acton Lane, London, NW10 7NP from 9am Thursday 14 September 2017.

COLLECTION

Sold TP lots will be available for collection from Cadogan Tate from 12pm Friday 15 September 2017 then every working day between 9am and 4.30pm on production of photographic identification and written authorisation for third-party collections.

Collections are by appointment only & a booking email or phone call are required in advance to ensure lots are ready at time of collection.

Photographic ID will be required at time of collection & if a third party is collecting written authorisation from the successful buyer is required in advance. Photographic ID of the third party will be requested at the time of collection

To arrange a collection time please send a booking email to: collections@cadogantate.com or call +44 (0) 800 988 6100.

All other sold lots will remain in the Collections room at Bonhams New Bond Street until 5.30pm Wednesday 27 September 2017. Lots not collected by this time will be returned back to the department storage charges may apply.

Storage

Storage will be free of charge for the first 14 calendar days from & including the sale date Wednesday 13 September 2017.

Charges will apply from 9am Wednesday 27 September 2017.

Pictures and small objects:
£2.85 per day + VAT

Furniture, large pictures and large objects:
£5.70 per day+ VAT
(Note: Charges apply every day including weekends and Public Holidays)

Handling

After the first 14 calendar days following the sale, the following handling charges apply per Lot:

Pictures and small objects:
£21.00+ VAT

Furniture, large pictures:
£42.00+ VAT

Loss and Damage

Extended Liability cover for the value of the Hammer Price will be charged at 0.6% but will not exceed the total value of all other transfer and storage charges.

VAT

Will be applied at the current rate on all above charges

The following symbol is used to denote that VAT is due on the hammer price and buyer's premium

† **VAT** 20% on hammer price and buyer's premium

* **VAT** on imported items at a preferential rate of 5% on hammer price and the prevailing rate on buyer's premium

Y These lots are subject to CITES regulations, please read the information in the back of the catalogue.

IMPORTANT NOTICE

A surcharge of 2% is applicable when using MasterCard & Visa credit cards and overseas debit cards.

Payment

All charges due to Cadogan Tate may be paid to them in advance or at the time of collection from their warehouse. Payment may be made by cash, cheque with banker's card, credit, or debit card (Please note: Amex is not accepted).

Information on charges due is available by email at collections@cadogantate.com or telephone on +44 (0) 800 988 6100

Payment in Advance

(Telephone to ascertain amount due)
by: cash, cheque with banker's card, credit or debit card.

Payment at time of collection by:

cash, cheque with banker's card, credit or debit card.

SOUTH AFRICAN ART AT BONHAMS



Giles Peppiatt
Director



Eliza Sawyer
Cataloguer



Helene Love-Allotey
Junior Cataloguer



Penny Culverwell
Representative, South Africa

Now in its tenth year, the South African Sale at Bonhams continues to be a crucial international platform for the nation's most talented artists. Our auctions showcase works by the established masters as well as the hot tickets from the contemporary scene. We are proud to offer a diverse range of styles and media; the only stipulation is quality.

The auction this September falls at a particularly momentous time, coinciding with the opening of the Zeitz Museum of Contemporary Art Africa in Cape Town. Spread over 9,500 square metres, Zeitz MOCAA will be the world's largest museum devoted to contemporary African art. The development reveals how interest in this category has grown in the last ten years. We are confident that this positive trajectory will continue.

We are delighted to have an offering worthy of the occasion. The sale will include a poignant portrait of a young Cape Malay woman by the grande dame of South African art, Irma Stern. The painting was executed in 1949, when the artist was at the height of her powers. The woman's red dress is a striking display of bravura.

Another highlight is *Hartbeespoort Dam* by J.H. Pierneef, painted in 1946. The landscape is a version of one of the Johannesburg Station panels, the artist's most celebrated commission. The auction will also feature works by the pioneer of South African modernism, Gerard Sekoto, including a fine painting from his 'Blue Head' period, *Congolese Maid*.

Contemporary artist, Robert Hodgins, questions the ethical legitimacy of intelligence gathering in his hard-hitting *Interrogation Room*, whilst William Kentridge reveals his mastery of the print form in *Dutch Iris II*.

We would like to take this opportunity to extend our thanks to all those individuals and institutions who continue to support our auctions. We hope you will enjoy the contents of this catalogue, and look forward to your participation in the auction, whether online, by telephone, or in person at our London gallery.

1*

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Bushveld scene with trees and anthills

signed and dated 'J.H.Pierneef.56.' (lower left)

oil on canvas

43 x 58.5cm (16 15/16 x 23 1/16in).

£30,000 - 50,000

Provenance

Purchased by Dr Theo Rood in South Africa in the 1970s and 80s.

By descent to the current owner.

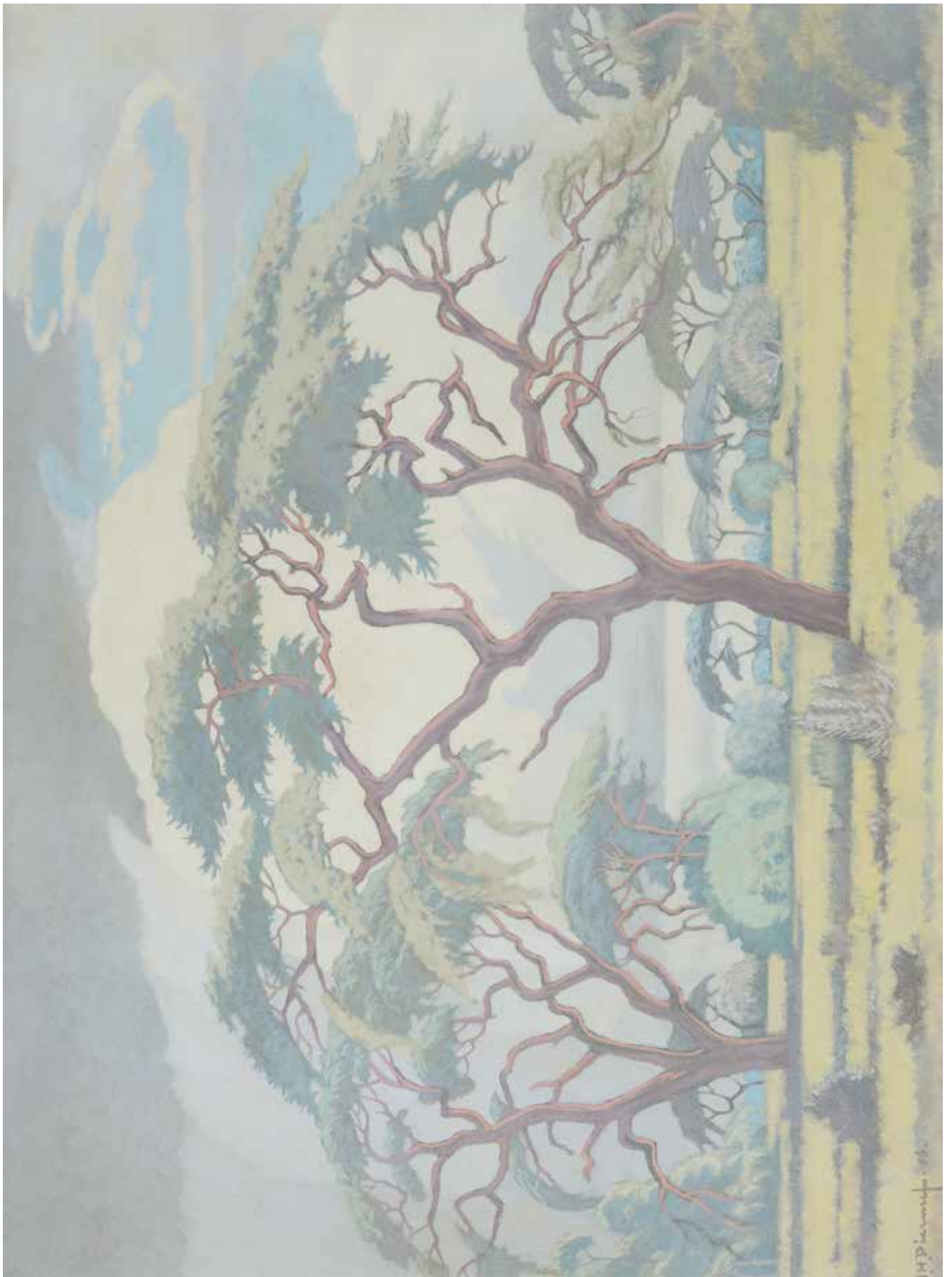
Pierneef was greatly inspired by the bushveld. The trees and shrubs of the sub-tropical woodland offered the artist infinite variety and opportunity for experimentation. He rarely executed entire compositions in situ, preferring to make sketches of individual trees and rock formations, knitting these elements together back in the studio.

Pierneef's intention was to create harmonious scenes, not naturalistic representations of specific landscapes. Hence the rather general title of the current lot, *Bushveld scene with trees and anthills*. The spreading branches of the central tree provide an arcing structure to the composition. The balance imbues the scene with a tranquil, lyrical quality. Professor A.C. Bouman has observed of Pierneef's landscapes:

«If it were aiming at a faithful imitation of the wild semi-tropical bosveld, it would never show such a highly developed and organised order. Pierneef thus tries to perfect nature, but it is an arduous task.»

Bibliography

Prof. A.C. Bouman, *Painters of South Africa*, (Cape Town, 1948).





2

PIETER HUGO NAUDÉ (SOUTH AFRICAN, 1869-1941)

Sandhills, Worcester Mountains Beyond
signed 'Hugo Naude /05' (lower left); bears label with
inscription 'This picture belongs to Miss.S.D.Apps/ c/o
Mrs Aikman/ 2 Clifton Road/ Wimbledon S.W.19.' (verso)
oil on canvas
20.5 x 30.5cm (8 1/16 x 12in).

£3,000 - 5,000

Provenance

Collection of Miss S. Apps, UK.
In private collection, Canada.

2



3

**JEAN MAX FRIEDRICH WELZ
(SOUTH AFRICAN, 1900-1975)**

Female Nude
signed 'Jean Welz' (upper right)
oil on board
20.5 x 12.5cm (8 1/16 x 4 15/16in).

£3,000 - 5,000

3

4

**MAGGIE (MARIA MAGDALENA) LAUBSER
(SOUTH AFRICAN, 1886-1973)**

Woman with kopdoek
signed 'M.Laubser' (lower left)
charcoal
46 x 31.5cm (18 1/8 x 12 3/8in).

£4,000 - 6,000

Provenance

Gifted to Mr. H. Uys by the artist, Cape Town.
By direct descent to current owner.

Literature

D.Marais, *Maggie Laubser: her paintings, drawings and graphics*,
(Johannesburg and Cape Town, 1994), cat. no.839. Illustrated p.237.



4

5

ALFRED NEVILLE LEWIS (SOUTH AFRICAN, 1895-1972)

Three South African Women
signed 'LEWIS' (lower left)
oil on board
50 x 35cm (19 11/16 x 13 3/4in).

£5,000 - 8,000



5

6*

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Jonkershoek, Stellenbosch

signed and dated 'Pierneef 1921' (lower left)

oil on canvas

41 x 56cm (16 1/8 x 22 1/16in).

£40,000 - 60,000

Provenance

Acquired by Sir Robert Kotze, mining engineer and director of de Beers, circa 1940.

Thence by direct descent to the current owner.

At the same time as pursuing a full time career as an artist, Pierneef was actively involved in the development of Afrikaans culture. In the early 1920s, he was appointed vice-president of the Afrikaanse Kultuurvereniging en Toneelskool (the association of Afrikaans culture and theatre). In 1921, Pierneef exhibited in Stellenbosch under the auspices of the Afrikaanse Vereniging. Many of the works displayed were landscapes of the surrounding environs painted earlier that year. The exhibition was popular with the public and critics alike. The star of the show was composition titled *Jonkershoek in die aand* (Jonkershoek in the evening).

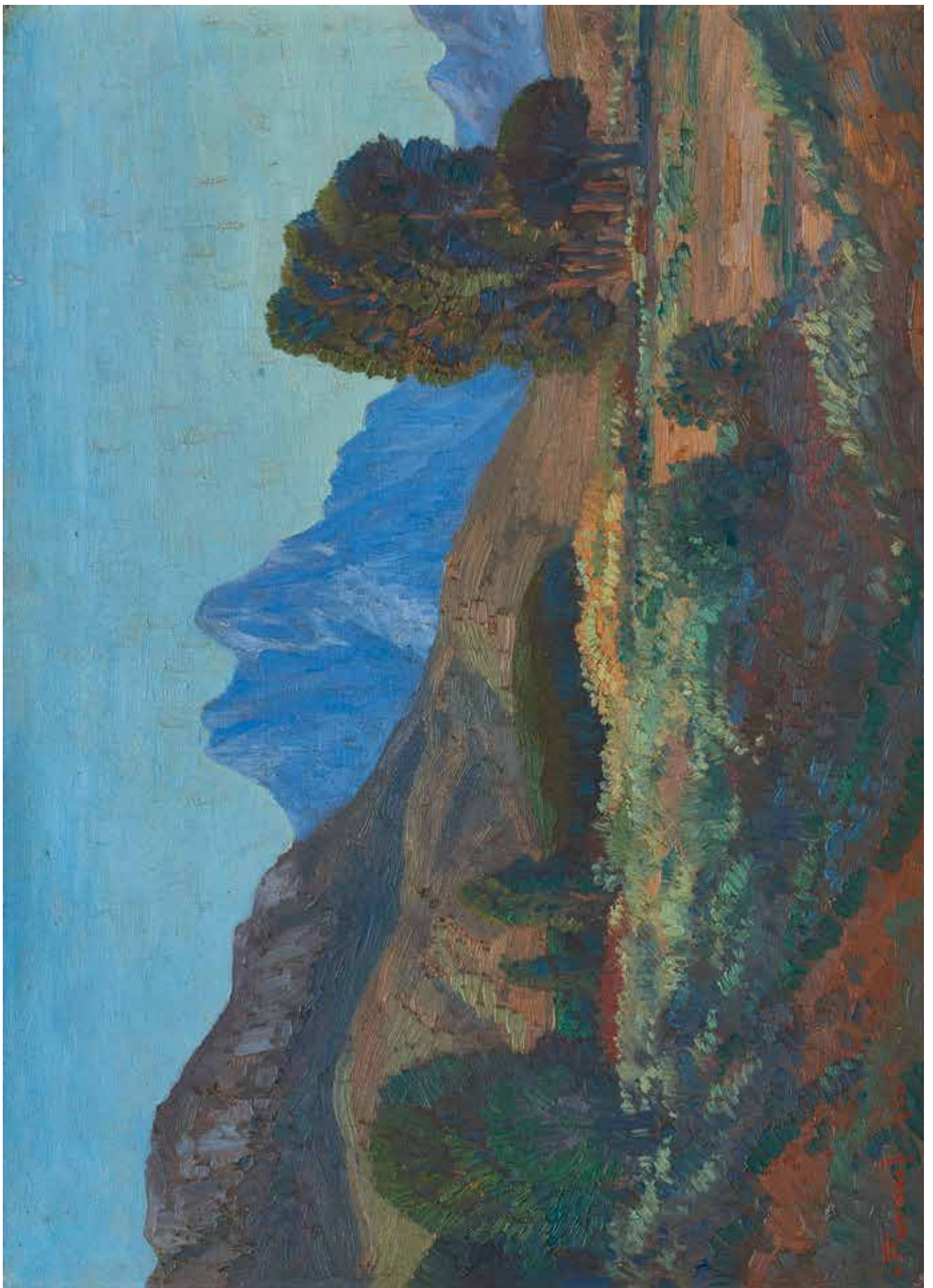
The painting had been inspired by a visit to the valley just before sunset. Pierneef was captivated by the beauty of the scene. He recalled in a later interview:

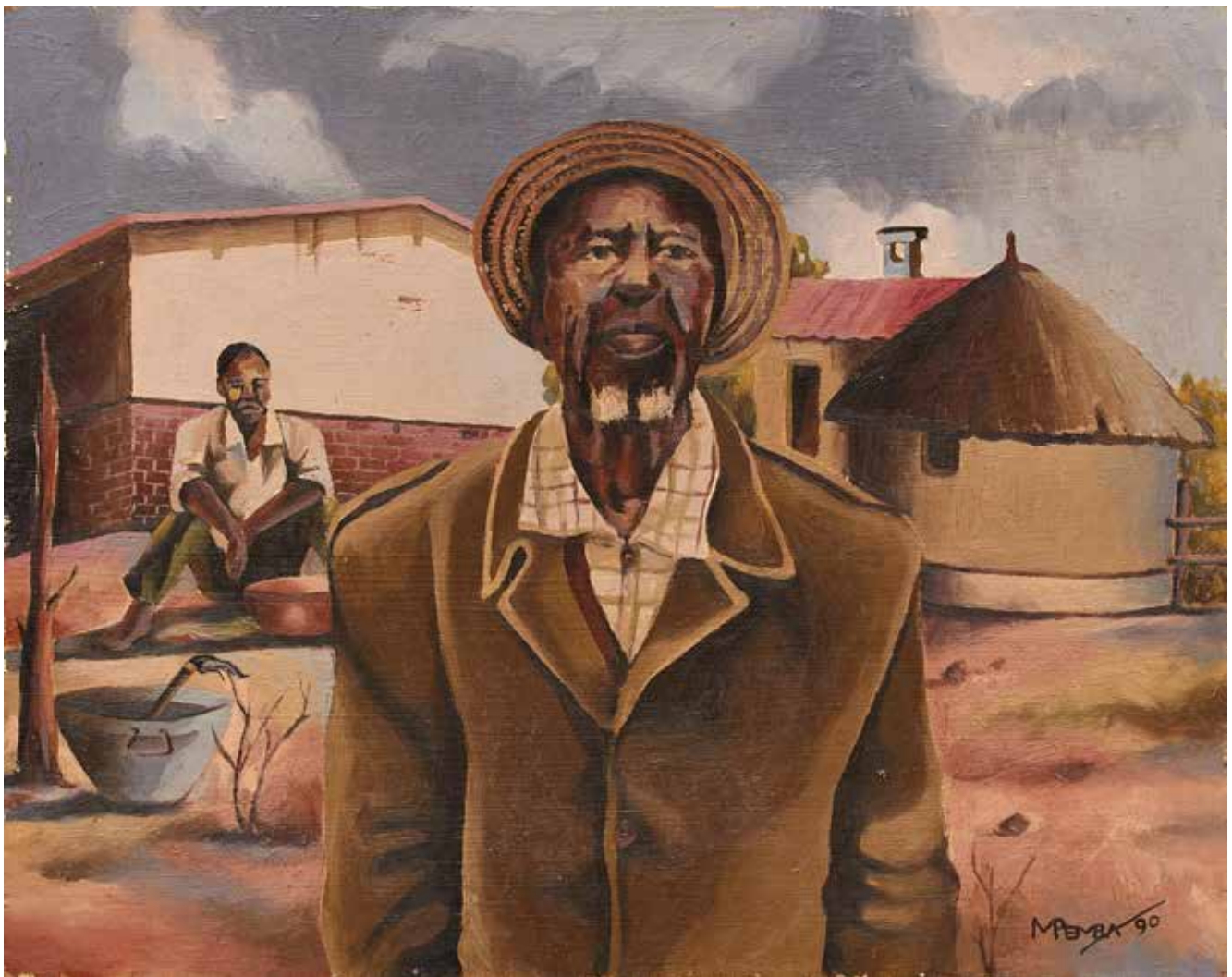
"The air was a wonderful dusky gold and deep in the gorge the warm-dark tints glowed. I just sat there with my hands under my chin and looked. I sat and looked and did not move. And in a few hours I completed that painting." (Die tentoonstelling van Pierneef, *Die Burger*, 1921-04-12)

Also executed in 1921, the current lot was no doubt similarly inspired by this evening visit. The painterly technique and naturalistic colour palette are characteristic of Pierneef's early style. Later renditions of the scene, such as *Farm Jonkershoek with Twin Peaks Beyond, Stellenbosch* (1928), show the artist to have moved away from Impressionist techniques to a more stylized and linear aesthetic.

Bibliography

P.G. Nel, *JH Pierneef: His life and his work*, (Cape Town, 1990), pp.52-57.





7*

**GEORGE MILWA MNYALUZA PEMBA
(SOUTH AFRICAN, 1912-2001)**

Bearded man at the Kraal

signed and dated 'MPEMBA / 90' (lower right)

oil on canvasboard

39.5 x 49.5cm (15 9/16 x 19 1/2in).

£8,000 - 12,000

Provenance

Private collection, South Africa.

This painting was executed in the last decade of the artist's life. It displays many characteristics that we associate with his late works; the sensitive interplay between light and shadow, the detailed depiction of the wrinkles and folds in the man's face, the melancholic expression.

We would like to thank Sarah Hudleston for her assistance in cataloguing this lot.



8

IRMA STERN (SOUTH AFRICAN, 1894-1966)

'Fishing Girl'

signed and dated 'Irma Stern/ 1951' (upper right); bears Venice Biennale exhibition label (verso)

oil on canvasboard

61.5 x 39.5cm (24 3/16 x 15 9/16in).

£55,000 - 80,000

Provenance

Private collection, UK.

Exhibited

Venice, Italy, Biennale Internazionale d'Arte di Venezia, 1958.

In the last decade of her life, Stern largely travelled within Europe. Africa had changed much since she first voyaged across the continent. Industrialisation and urbanisation had radically altered the landscape and traditional ways of life. Stern, a lifelong romantic, was greatly disturbed and disillusioned. In an interview in 1953, she complained:

"I no longer feel at ease...on my painting tour in the Transkei a few months ago I found things had changed since my earlier visits - perhaps the change lay in the Natives, perhaps in myself. But the old ease of communication had gone" (Cape Argus).

Her works from the 1950s tend to depict scenes of agricultural labourers, harvesters, fishermen. It is perhaps no surprise that the artist was drawn to symbols of fertility and regeneration as her own health was starting to fail. The current lot portrays a young fisher-woman. The girl's wide eyes and open expression emphasize her naivety and youth. At the same time, the sombre blue, grey and violet palette invests the painting with melancholy; an unconscious expression of the artist's nostalgia for her own girlhood.

Stern exhibited the painting at the Venice Biennale in 1958. This was the fourth time she was selected to represent South Africa at the art fair, having shown works in 1950, 1952 and 1954.



9

VLADIMIR GRIEGOROVICH TRETCHIKOFF
(SOUTH AFRICAN, 1913-2006)

The Dream

signed 'TRETCHIKOFF' (lower right)

oil on canvas

80 x 108cm (31 1/2 x 42 1/2in).

£12,000 - 18,000

Provenance

Acquired directly from the artist by a private collector in South Africa.

By direct descent to current owner, Netherlands.



10*

ALEXIS PRELLER (SOUTH AFRICAN, 1911-1975)

Native study

signed 'Preller' (lower right)

oil on canvas

51 x 41cm (20 1/16 x 16 1/8in).

£30,000 - 50,000

Provenance

Private collection, USA.

Although it is undated, *Native study* is stylistically consistent with Alexis Preller's early work and was most likely executed in the mid-1930s. This was a period of great artistic change in South Africa, as the principles of modernism began to cross over from Europe. Geographically distant to the centres of artistic innovation, London and Paris, the South African art establishment was inherently conservative. Painters who embraced the aesthetic changes were harshly criticized and continued to divide opinion well into the 1930s.

The 1936 Empire exhibition in Johannesburg was a watershed moment. For the first time artworks in «the so-called «modern» styles» were submitted for display. It was an open acknowledgement that these paintings were worthy of attention. Amongst the 117 works selected was a *Native Study (Mapogges)* by Preller. Following this success, Preller held a number of solo exhibitions later that year. His works found favour with the art establishment. The father of South African landscape painting, J.H. Pierneef, was so impressed that he purchased two compositions.

Preller's modernist paintings were perhaps embraced more readily than the works of his contemporaries because they were not shallow imitations of the art being produced in Europe. He knew that artists like Picasso were heavily indebted to African art and crafts. His own works explore this dynamic, constantly drawing on traditional images and motifs. In the early 1930s, Preller had spent time amongst the South Ndebele peoples in Pretoria. He was enthralled by the colourful, geometric patterns of their textiles and skilled beadwork. The current lot, a sensitive portrait of a native woman, demonstrates the artist's desire to celebrate traditional ways of life.

The painting also reveals the influence of fellow South African modernists, Irma Stern and Maggie Laubser. The 'native' subject was a favourite of Stern's, whilst the bold, flat areas of colour are characteristic of Laubser. The palette that Preller employs in this study is deeper and broader than that of his late work. For Berman and Nel, much of the power of Preller's early paintings is derived from his use of colour:

"The artist's first love is colour. Contrasting sometimes pleasantly, sometimes harshly, sometimes startlingly, it is always lavish, flamboyant. On this occasion his colour choice and treatment is not only unorthodox, it is at times almost astounding in its revolutionary character."

Bibliography

E. Berman & K. Nel, *Alexis Preller, a Visual Biography: Africa, the Sun and Shadows*, (Johannesburg, 2009), pp. 28, 47.



11

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Portrait of a Watussi lady
signed 'Irma Stern/ 1942' (upper left)
charcoal on paper
62.5 x 45.5cm (24 5/8 x 17 15/16in).

£5,000 - 8,000

Provenance

Acquired by a private collector in Cape Town, circa 1950.
Thence by direct descent to current owner, 2002.

11



12

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Head study of an African woman
signed and dated 'Irma Stern/ 1952' (lower left)
red chalk
54.5 x 40.5cm (21 7/16 x 15 15/16in).

£5,000 - 8,000

12



13

CHRISTO COETZEE (SOUTH AFRICAN, 1929-2000)

Still life of a fish

signed 'Christo Coetzee' (lower left)

oil on board

60.5 x 122cm (23 13/16 x 48 1/16in).

£12,000 - 18,000

Provenance

Purchased by current owner from Hanover Gallery, 1955.

Private collection, UK.

Exhibited

London, Hanover Gallery, *Christo Coetzee solo exhibition*, 1955.

Catalogue number 6.

Literature

M. Gowling, 'The Influence of Anthony Denney', *Art and Industry*, (1956), illustrated.

Stevenson & Viljoen, *Christo Coetzee: Paintings from London and Paris 1954-1964*, (Cape Town, 2001), illustrated p.11.

On completing his Fine Arts degree at the University of the Witwatersrand in 1951, Christo Coetzee hosted an exhibition of his work in Cape Town. The show was critically acclaimed; John Paris, then the director of the South African National Gallery, wrote:

"(Coetzee) is a born painter but has been well taught...what happens next will depend upon the person he becomes in contact with the wider world. The day after this exhibition opens he leaves for a few years 'looking' and further study in Europe...We shall watch with interest...I believe, if he has the staying power, (he could) become a very important figure indeed in the history of art in South Africa" (John Paris, *Christo Coetzee*, Cape Town, 1951).

Following this exhibition, Coetzee moved to London having received a post-graduate scholarship to the Slade School of Art. Here, the artist was introduced to the photographer and designer, Anthony Denney. Denney would become an important collector and a life-long mentor.

During the 1950s, Denney regularly featured Coetzee's work in his interior design projects, juxtaposing his abstract paintings with antiques and decorative works of art. He particularly admired Coetzee's surreal still lifes:

"The unexpected contradiction of a sharp note of colour, a sudden change of scale and that mysterious rapport between objects of a totally dissimilar which defies analysis" (A. Denney, 'Art, antiques and art nouveau', *Vogue*, 15.5.1965, p.70).

The current lot is one of a series of still lifes the artist painted for his first solo exhibition at the Hanover Gallery, London, in 1955. The show was arranged by Denney and opened by Loelia, Duchess of Westminster. The fifty-one paintings exhibited were well received. A reviewer for the publication, *Time and Tide*, praised Coetzee's inventiveness and "unusual sense of the luscious possibilities of paint". Twelve of the still lifes were sold before the opening night.

Bibliography

Stevenson & Viljoen, *Christo Coetzee: Paintings from London and Paris 1954-1964*, (Cape Town, 2001), pp.8-13.

14*

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Hartbeespoort Dam

signed and dated '-Pierneef.46.' (lower left)

oil on board

43.5 x 59cm (17 1/8 x 23 1/4in).

£120,000 - 180,000

Provenance

Purchased from the artist by Mrs Anna Louw in the late 1940s.

Bequeathed to the current owner.

In 1929 the artist received a career-defining commission from the South African Railways. The consulting architects for the Johannesburg Station, Gordon Leith and Gerard Moerdijk, were well acquainted with Pierneef's work, and asked him to paint thirty-two panels to adorn the concourse. The murals took three years to complete, and were widely acclaimed when they were unveiled in 1932.

However, the panels were left open to the elements and soon started to show signs of deterioration. Pierneef was called back in 1946 to restore the works. Revisiting the commission inspired the artist to return to some of his favourite compositions. *Hartbeespoort Dam* depicts the same scene as the twentieth panel, but it reveals how Pierneef's aesthetic had developed. The bold colours and strongly delineated shapes that we see in the railway panel have given way to a freer and more expressive style. The palette has become muted, incorporating the soft purples and blues that would come to define his late works.

The responsibility for the advancement of tourism in the 1930s and 40s lay primarily with the South African railways and harbours. The commission stated that the panels should show the best the country had to offer, both in terms of natural beauty and historic importance. Hartbeespoort Dam was a natural choice to promote as a tourist destination. Recently opened in 1923, it represented the sophistication of South Africa's engineering. Pierneef depicts the dam in the distance, across the winding valley. This view was specifically selected, as the scene that would have confronted tourists as they approached from Johannesburg and Pretoria.

The art critic and linguist, Prof. A.C. Bouman, was greatly impressed by Johannesburg panels. He argued that the landscapes transcended naturalistic representation, communicating the essence of South Africa. In his seminal text, *Painters of South Africa*, he described the commission thus:

"Each of the works contains something symbolic. Each is the facet of a cut crystal which the sharp cutter, Pierneef, has taken in hand. That crystal is South Africa."

Bouman was not alone in appreciating the symbolic quality of Pierneef's art. Fellow critic, T. Roos, believed that Pierneef, more than any other artist, understood what made the country unique, and that his paintings were visual expressions of this affinity:

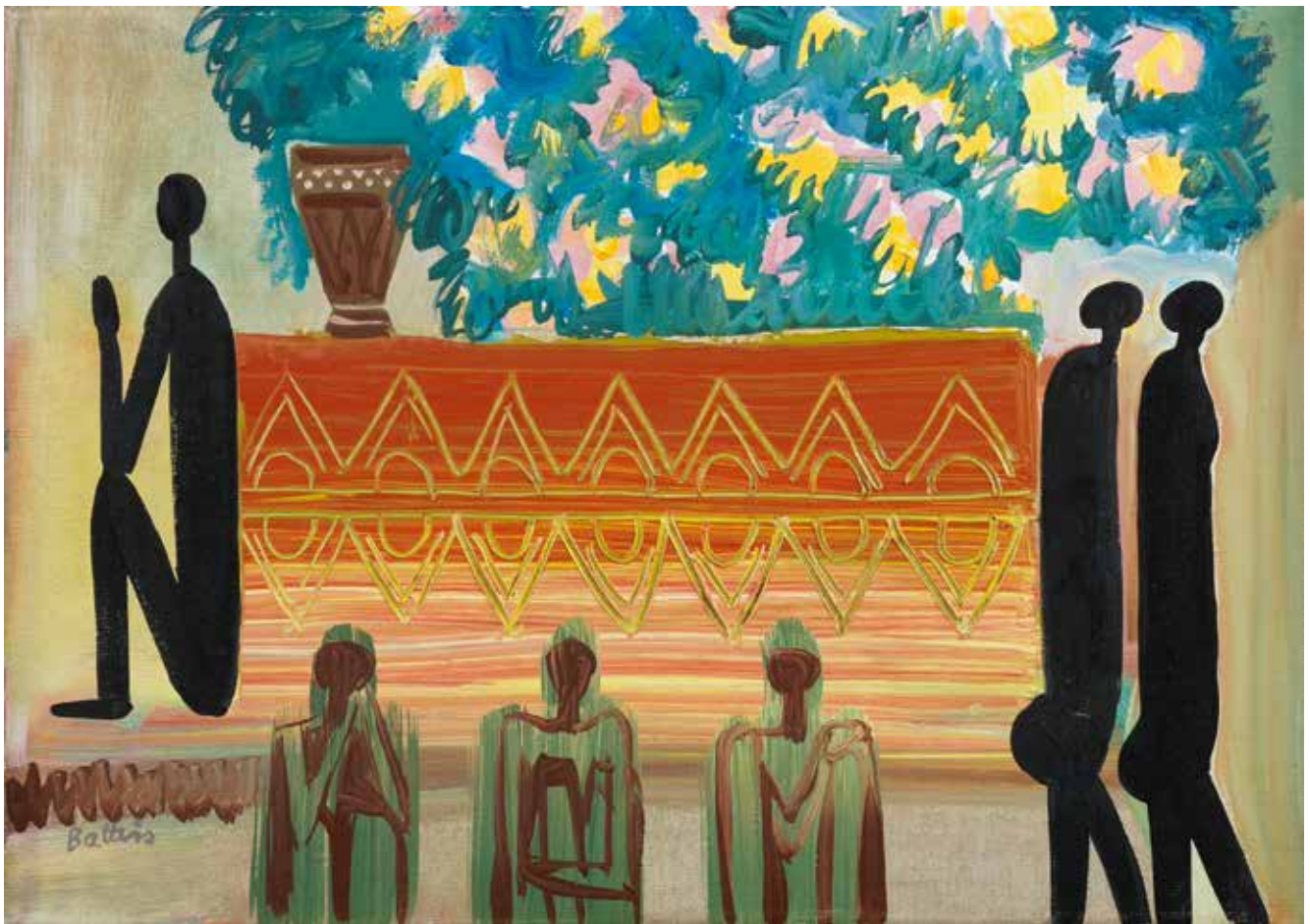
"He is teaching us to see, understand and to appreciate the rolling miles of veld with the blue mountains in the distance, the strange almost fantastic trees that dot the landscape of our own land" (T Roos).

Bibliography

Prof. A.C. Bouman, *Painters of South Africa*, (Cape Town, 1948).

P.G. Nel, *J.H. Pierneef: His life and his work*, (Cape Town, 1990).





15*

WALTER WHALL BATTISS (SOUTH AFRICAN, 1906-1982)

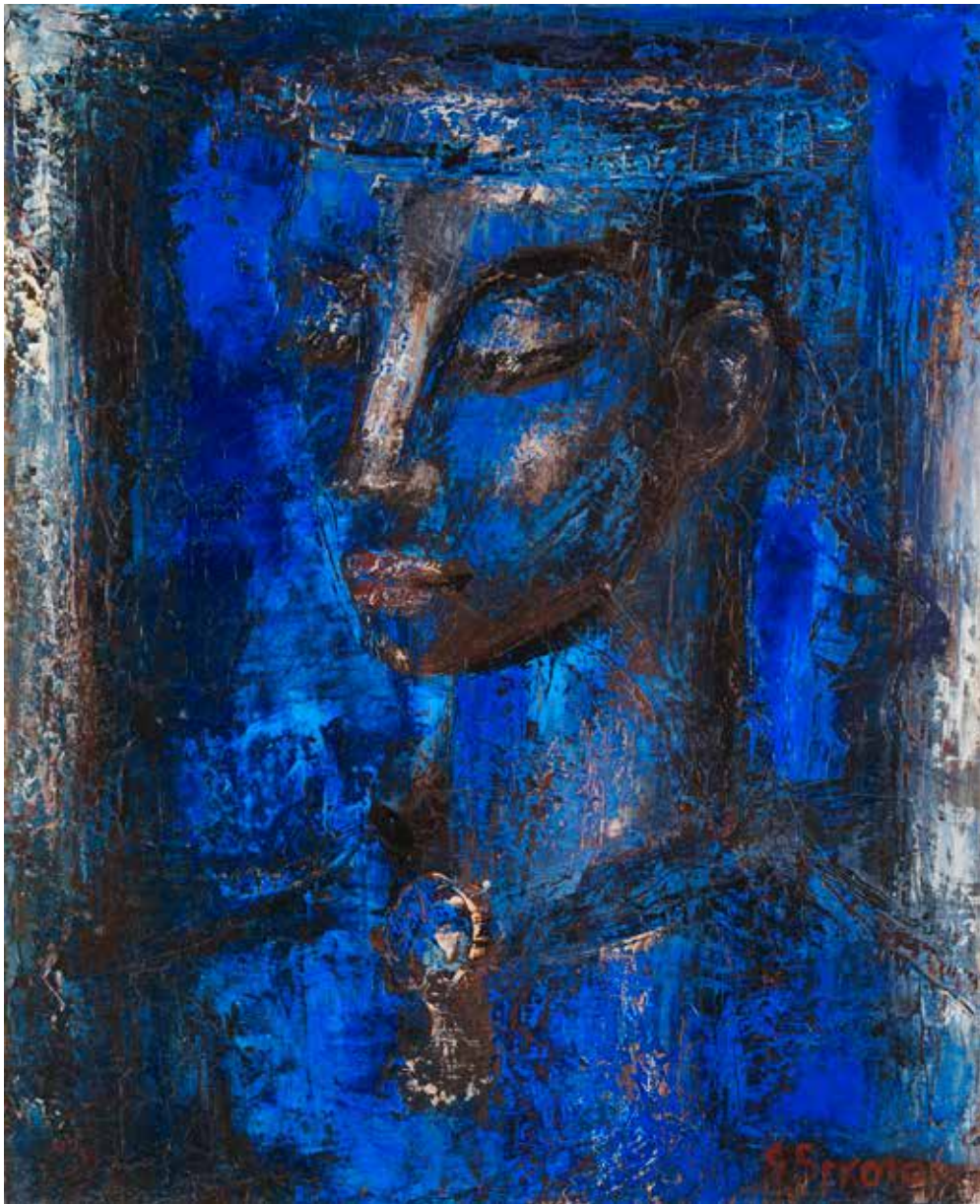
Figures with urn

signed 'Battiss' (lower left)

oil on canvas

31 x 43cm (12 3/16 x 16 15/16in).

£8,000 - 12,000



16

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Congolese Maid
signed 'G SEKOTO' (lower right)
oil on canvas
60 x 49cm (23 5/8 x 19 5/16in).

£30,000 - 50,000

Provenance

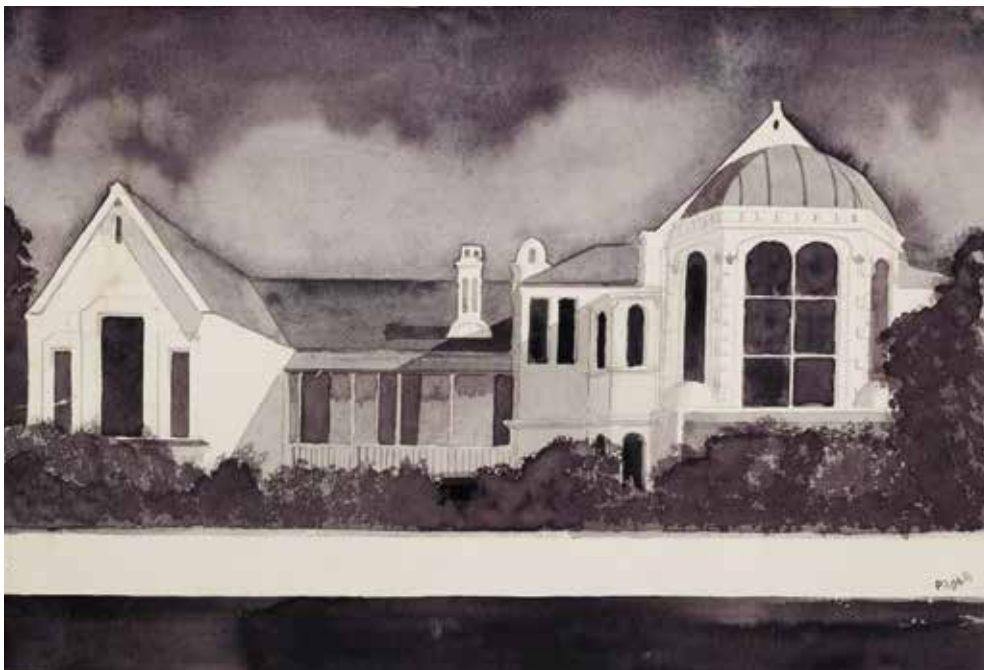
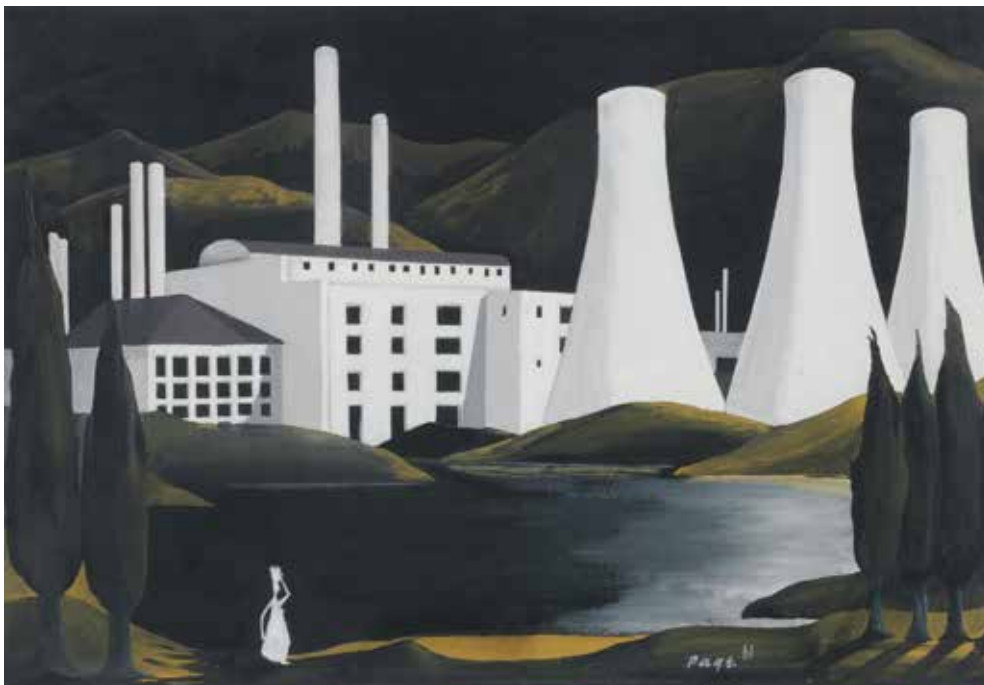
Purchased by the present owner at Boddington Art Gallery, Johannesburg, in 1972.

"The poster colours I used were thick, but could be diluted very thin, almost like water colours when needed. But seeing they were thus thick, I took advantage and used them almost as oil...the reason for my using the blue was merely because I chose it and that it was sufficiently strong to contrast with warmer colours. Also I could make it into various tones with white and could vary other colours with it. Yet I just felt it dominant to use for the positive expressions of my heads" (Gerard Sekoto in a letter to Barbara Lindop, 6 May 1986)

Bibliography

B. Lindop, *Gerard Sekoto*, (Randburg, 1988), p.212.

This painting was most likely executed in the early 1960s, colloquially referred to as Sekoto's 'Blue Head' period. He produced a number of these portraits in blue and black paint, picking out the areas of high relief - cheekbones, the ridge of the nose, the forehead - in white. The artist later revealed that he selected these colours because they allowed him to create stronger contrasts than if he used a more naturalistic palette:



17

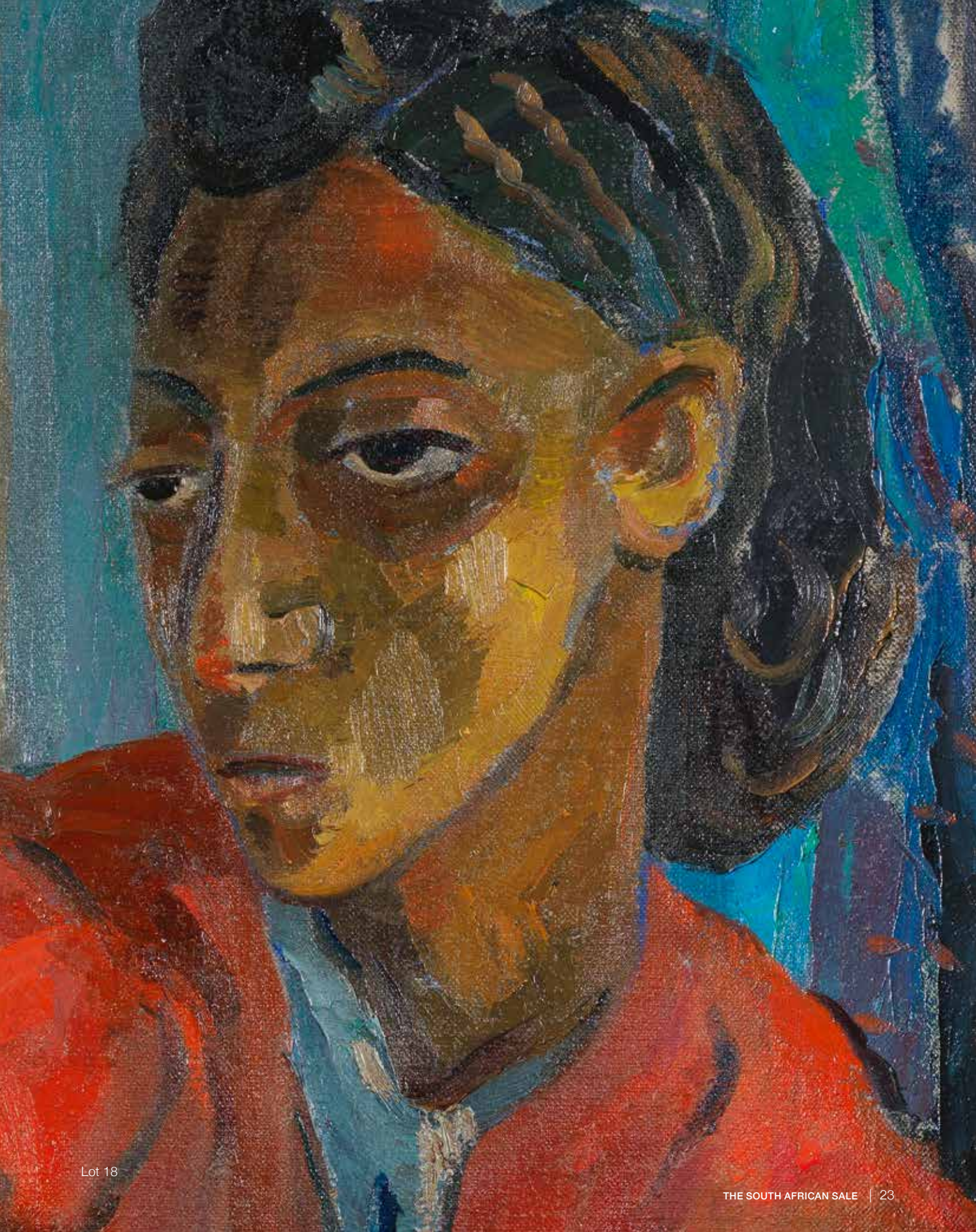
FREDERICK HUTCHISON PAGE (SOUTH AFRICAN, 1908-1984)

Two works by Page:

1. Untitled - Electrical Works
2. St Joseph's

the first signed and dated 'PAGE/ 61' (lower right); the second signed and dated 'Page 81' (lower right) and inscribed 'St Joseph's' (verso)
oil on board; watercolour on paper
39 x 57.5cm (15 3/8 x 22 5/8in); 34 x 50cm (13 3/8 x 19 11/16in)
(2)

£4,000 - 6,000



18

IRMA STERN (SOUTH AFRICAN, 1894-1966)

The Red Dress

signed and dated 'Irma Stern/ 1949' (upper left)

oil on canvas

86 x 56cm (33 7/8 x 22 1/16in).

£250,000 - 350,000

Provenance

Christie's King Street, London, 15 July 1994.

A private collection.

The portrait depicts a member of the Cape's Malay community. Of German-Jewish heritage, Stern had always felt something of an outsider in Capetonian high society. She sympathised with individuals who occupied a similarly marginal role. At the time this painting was executed, the Cape Malays were still viewed as second class citizens. Many of their ancestors had originally been sent to the Cape from the East Indies as political exiles. They provided a cheap supply of labour for the newly settled Dutch colonists.

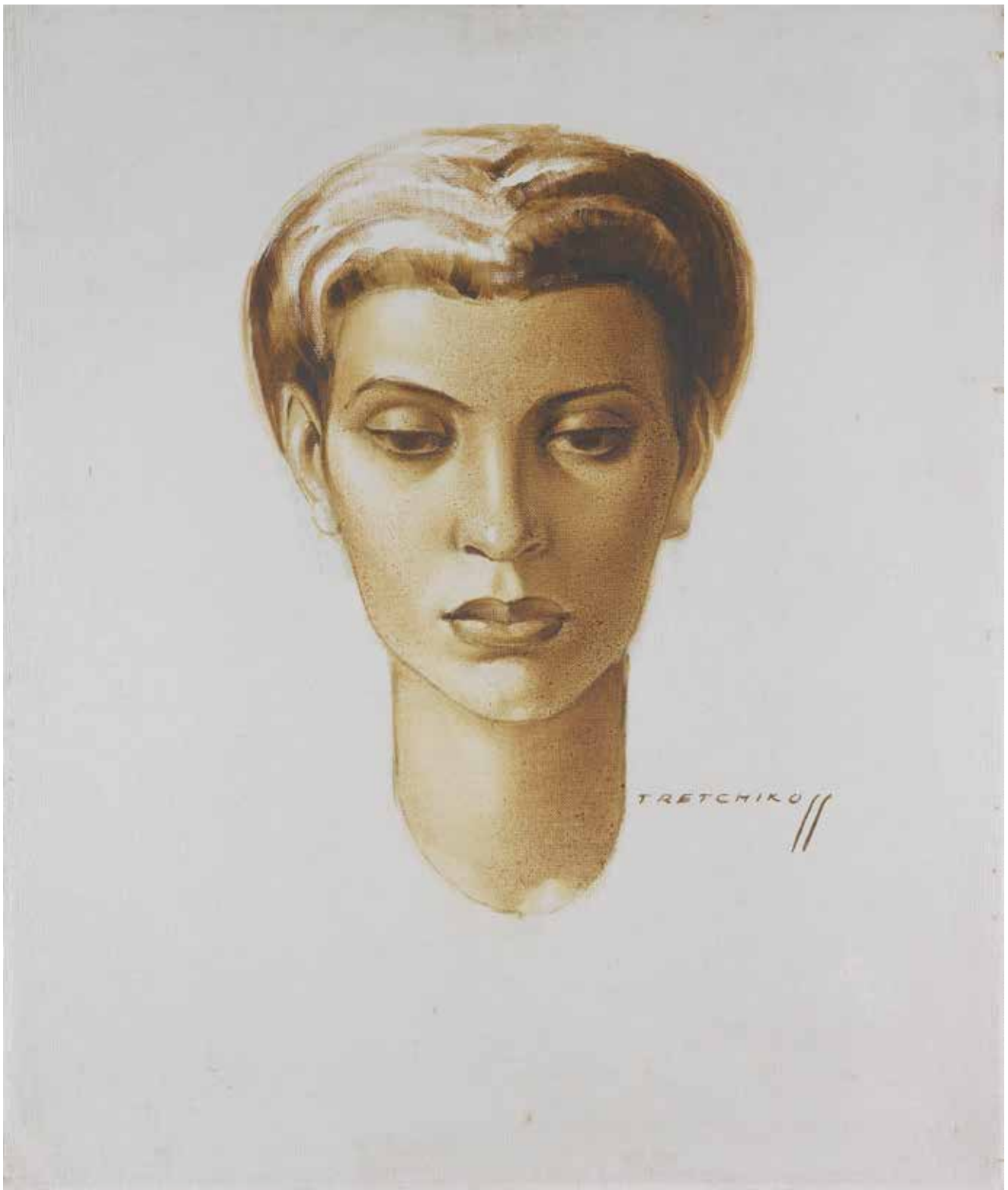
In Stern's portrait, the young woman wears a melancholic expression that is at odds with the vibrant red of her dress. It highlights the complexity of the relationship between the white European artist and her sitter. The woman crosses her arms in front of her body; a defensive posture that indicates her wariness at being subjected to this level of scrutiny. This too was an emotion that Stern would have sympathised with; she was painfully insecure about her own physical appearance.

The portrait also communicates Stern's fascination with other cultures. She had been an avid reader of fairytales and fantasy growing up. As an adult she tended to romanticise the 'exotic'. Different clothes, rituals, scents, languages held a strong appeal for her, offering an escape from the tedium of the everyday. It was through the Cape Malay community that the artist first came into contact with Islam. The rich hues of this young woman's dress offers Stern the opportunity to indulge her romantic preconceptions.

Executed in 1949, the portrait was painted whilst Stern was at the height of her powers. She had grown in confidence following a number of successful exhibitions earlier in the decade. This is evident in the bold, gestural brushwork and brightly coloured palette.

Stern's portraits are among her most sought after works. Last year, a likeness of a young Arab executed in 1945, realised £842,500 in our salerooms.





19

VLADIMIR GRIEGOROVICH TRETCHIKOFF (SOUTH AFRICAN, 1913-2006)

Portrait of a young woman
signed 'TRETCHIKOFF' (lower right)
oil on canvasboard
66 x 55.5cm (26 x 21 7/8in).

£12,000 - 18,000



20*

**GEORGE MILWA MNYALUZA PEMBA
(SOUTH AFRICAN, 1912-2001)**

At the Clinic
signed 'MPEMBA' (lower right)
oil on canvas laid to board
30.5 x 45.5cm (12 x 17 15/16in).

£10,000 - 15,000

Provenance

A private collection, South Africa.

From the 1940s, Pemba committed himself to accurately recording the lives of black South Africans in the townships of Port Elizabeth, and along the Eastern Cape. Although the artist professed to have no interest in politics, his detailed depictions of the hardships suffered by residents of New Brighton communicate his opposition to the Apartheid regime.

Pemba's artworks do not overtly criticise the state; they are painted from the viewpoint of a passive observer. *At the Clinic* portrays a woman and her baby at the doctor's surgery. The mother's head is bowed, her face weary and prematurely wrinkled. She is nursing her infant, but the act is draining her last reserves of energy. The doctor proffers a single pill; a wholly inadequate prescription.

With this painting, Pemba is holding up the mirror to society. The township clinic is too ill-equipped to help the exhausted mother and her ailing baby, exposing the failings of the Apartheid regime.

Bibliography

S. Hudleston, *Against All Odds: George Pemba, his life and works*, (Johannesburg, 1996), pp.63-64.



21

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

A river landscape

signed 'J.H. Pierneef' (lower right)

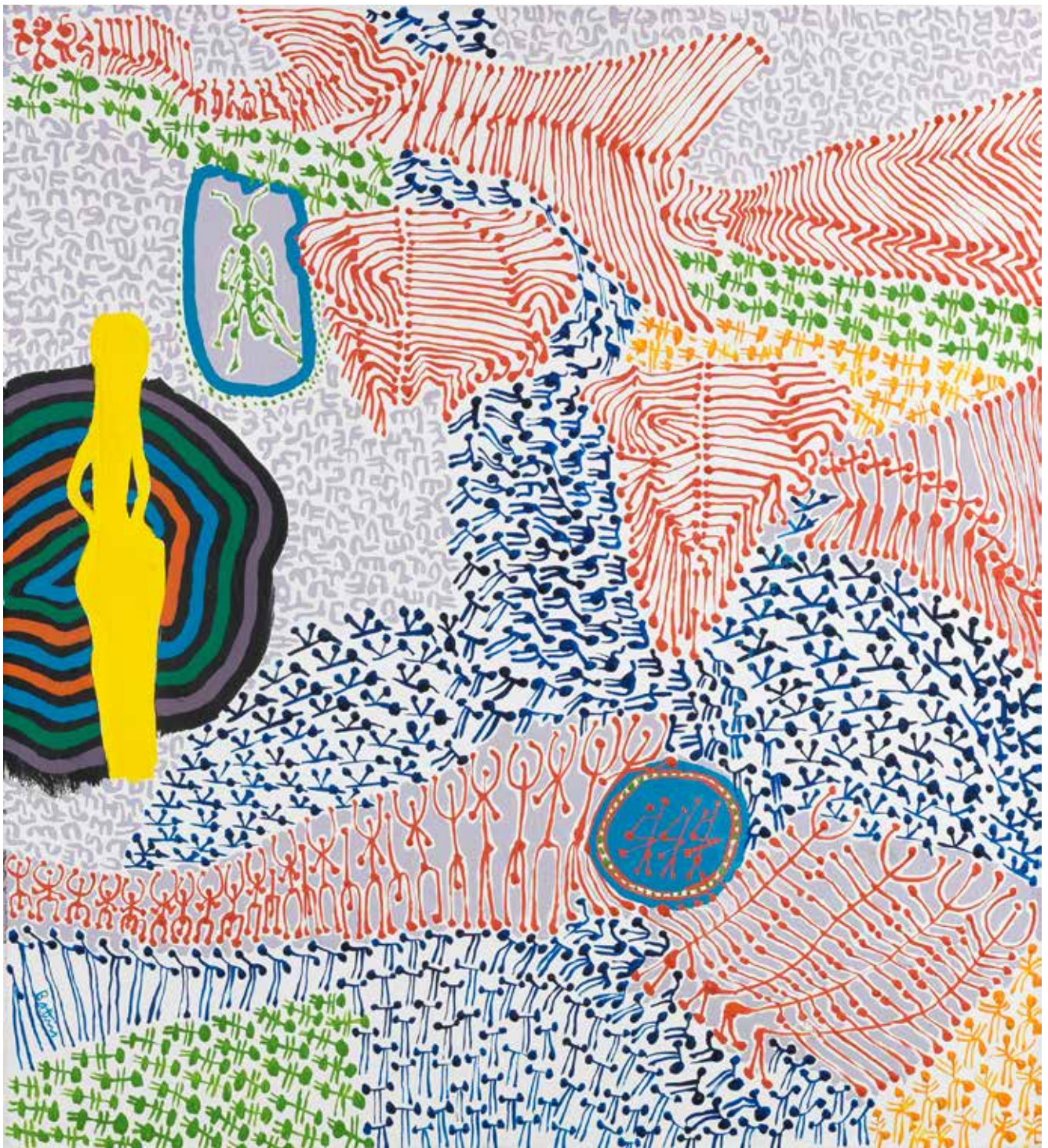
oil on canvas

42 x 57cm (16 9/16 x 22 7/16in).

£7,000 - 10,000

Provenance

Private collection, UK.



22*

WALTER WHALL BATTISS (SOUTH AFRICAN, 1906-1982)

Mantis (Ant life)

signed 'Battiss' (lower left); inscribed 'Mantis 1966' (to stretcher)
oil on canvas

51 x 45.5cm (20 1/16 x 17 15/16in).

£12,000 - 18,000

Provenance

Gifted to the current owner by the artist at his home in Pretoria.

This painting was given to the current owner during one of his visits to the artist's home. He had studied under Battiss for five years at Pretoria Boys High School. Following graduation, the two men remained in touch, forging a lifelong friendship.

Battiss continued to take an active interest in his former pupil's artistic development, and encouraged him to bring along his latest works. Battiss was so taken with two of the sketches that he proposed an exchange for the current oil painting *Mantis*.

This exchange reveals Battiss's deep commitment to art education, and his personal efforts to foster the talents of the next generation.



23

ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)

'Young, Black and Happy with Myself' (2003)

inscribed with artist's name, title and date (verso)

oil on canvas

45 x 45cm (17 11/16 x 17 11/16in).

£15,000 - 20,000



24

ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)

'The Interrogation Room' (2005)

signed, dated and titled (verso)

oil on canvas

90 x 90cm (35 7/16 x 35 7/16in).

£20,000 - 25,000

Exhibited

London, Simon Mee Fine Art at the Arndean Gallery, 2006.

This painting was executed in 2005 and refers to the interrogation tactics used on prisoners detained at Guantanamo Bay. Earlier in the year, the case of Detainee 063 made the cover of TIME magazine.

TIME had obtained the 84-page secret interrogation log of Detainee 063. Not intended for public release, the leaked document provided the first window into the internal workings of the classified Gitmo interrogations since the detention camp opened. It spanned 50 days over the winter of 2002-3, during which 16 additional interrogation techniques were approved by the US Defense Secretary.

The log did not indicate how successful these additional measures were in obtaining intelligence. The case fuelled international debate about whether such techniques were an abuse of detainees' rights.

Hodgins' depiction of a bloody-faced, straitjacketed inmate confronts the viewer with the violence that might take place within the interrogation room. We are forced to examine our conscience, and question the legitimacy of this treatment.

25

CECIL EDWIN FRANS SKOTNES (SOUTH AFRICAN, 1926-2009)

Ravine Wall

signed and dated 'C.SKOTNES/ 97' (lower left); inscribed 'Ravine Wall' (verso)

oil on panel

130 x 125cm (51 3/16 x 49 3/16in).

in artist's metal-plated frame.

£20,000 - 30,000

Provenance

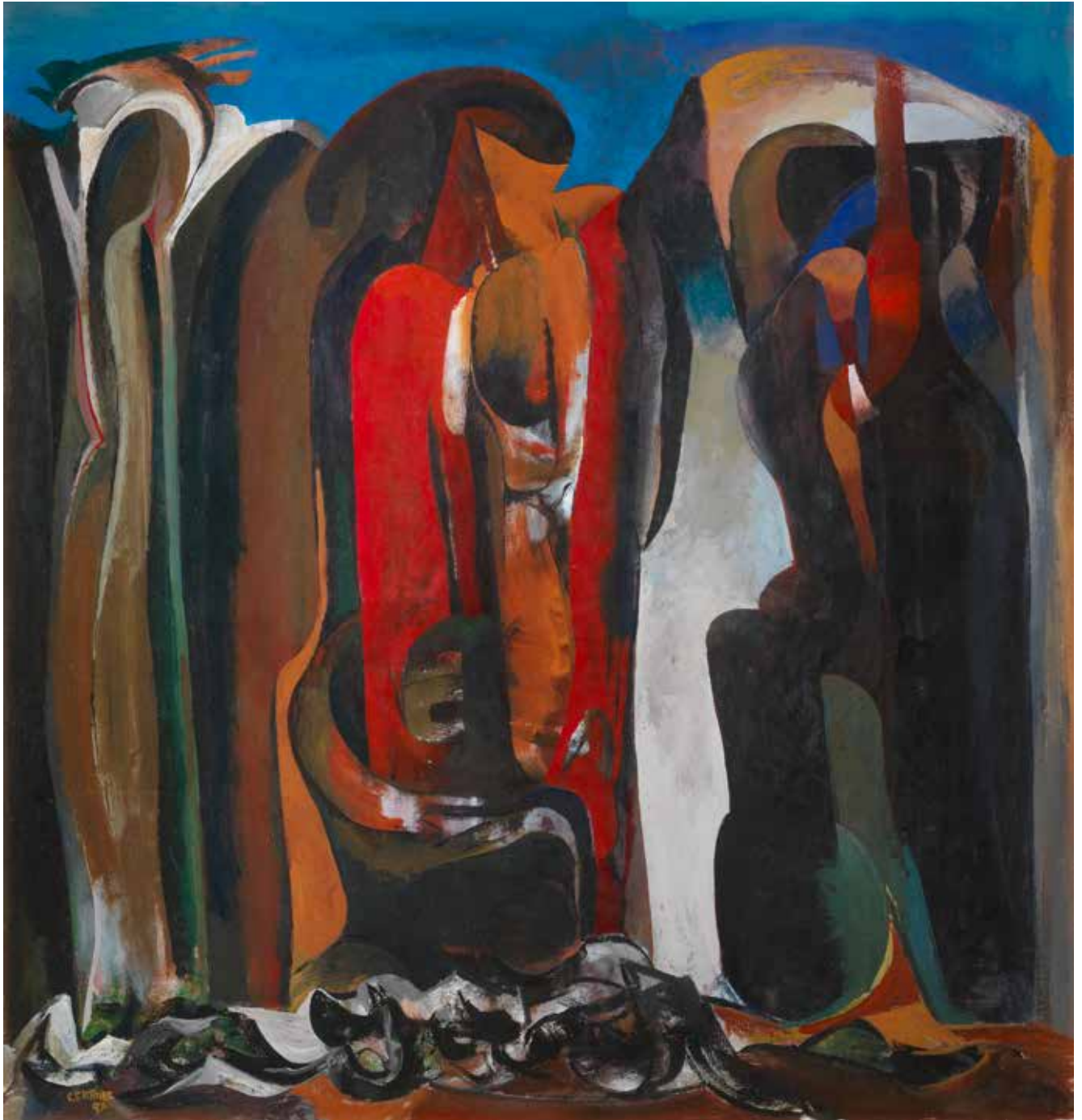
The Atlantic Art Gallery, Cape Town.

A private collection.

"My entire art grew out of the landscape. I tried to create a unique South African formal language by analyzing the landscape - inspired by the forms which the indigenous art had already identified, and also against the background of Pierneef." (Cecil Skotnes)

Ravine Wall, with its rich, earthy colours, was inspired by the rocky shelters of the Brandberg mountain. The ravine is home to more than 45,000 rock paintings. The stylised human figures that can be discerned in Skotnes' work are a homage to these ancient paintings and their creators, who resided there before the invasion of European colonialists.

The sinuous abstract forms inspired by the ravine's rocky contours are intended to evoke a state a mind, the 'essence' rather than the specifics of the region.





26

SYDNEY ALEX KUMALO (SOUTH AFRICAN, 1935-1988)

Praying Woman

signed 'KUMALO' (to base verso)

bronze

41 x 6 x 6cm (16 1/8 x 2 3/8 x 2 3/8in).

£4,000 - 6,000



27

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Senegalese mother and child
signed and dated 'G.SEKOTO / 67' (lower right)
oil on canvas
81 x 60cm (31 7/8 x 23 5/8in).

£12,000 - 18,000

Provenance

Private collection until 1990.
By direct descent to present owner.

Sekoto first travelled to Senegal in 1966, when he was invited to exhibit at the 'First Festival of Negro Arts' by the President Leopold Senghor. The two men had met in Paris. Senghor had been made a deputy to the National Assembly in 1946, and was frequently sent to the French capital on official business. He was a fervent Pan-Africanist and deeply committed to the philosophy of Negritude. He was active in affirming the value of black culture in Paris, establishing *Presence Africaine* in 1947, a journal that published African authors.

Sekoto moved to Paris later that year. He soon became involved in the pan-African movement, contributing an article titled 'A South African Artist' to *Presence Africaine* in 1957. His paintings offered a window into black experience, depicting life in Sophiatown, and the exile community in Paris. To Senghor, they were a visual expression of Negritude.

Following the 'Festival of Negro Arts', Sekoto continued to work in Dakar and Casamance until 1967. The current lot was executed during this period. He was particularly inspired by the grace and beauty of the Senegalese women:

"Stately, aristocratic, slender and tall. They walk as though they have no concern at all with their surrounding, yet going on their way to somewhere. This is already being felt from youth. The little girls have by nature that way of being relaxed in the gestures of their limbs, so graceful without even being aware of it." (Gerard Sekoto in a letter to Barbara Lindop, May 1986)

The elongated figure of the mother exemplifies this grace. The headscarf wound around her head adds to her regal stature.

Provenance

B. Lindop, *Gerard Sekoto*, (Randburg, 1988), pp.231-233.



28

28

**GERARD SEKOTO
(SOUTH AFRICAN, 1913-1993)**

Still life of pears
signed and dated 'G.SEKOTO/ 78' (lower right)
crayon
30 x 30cm (11 13/16 x 11 13/16in).

£2,500 - 3,500

Provenance

Purchased directly from the artist by the present owner in Paris, circa 1980.



29

29

**GERARD SEKOTO
(SOUTH AFRICAN, 1913-1993)**

Parisian landscape
signed 'G SEKOTO /76' (lower right)
pencil, ink and crayon on paper
23 x 30cm (9 1/16 x 11 13/16in).

£4,000 - 6,000

Provenance

Acquired directly from the artist by Brita Lombardi circa late 1970s.

Purchased from the above at Cassirer Fine Art, Rosebank, South Africa circa 1988.

A private collection, UK.



30

ERIK (FREDERIK BESTER HOWARD) LAUBSCHER
(SOUTH AFRICAN, 1927-2013)

Still life

signed and dated 'Laubscher '52' (upper left)

oil on canvas laid to wooden panel

45 x 50.5cm (17 11/16 x 19 7/8in).

£12,000 - 18,000

31*

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Karoo Landscape

signed 'Pierneef' (lower left)

oil on panel

35.5 x 49cm (14 x 19 5/16in).

£18,000 - 25,000

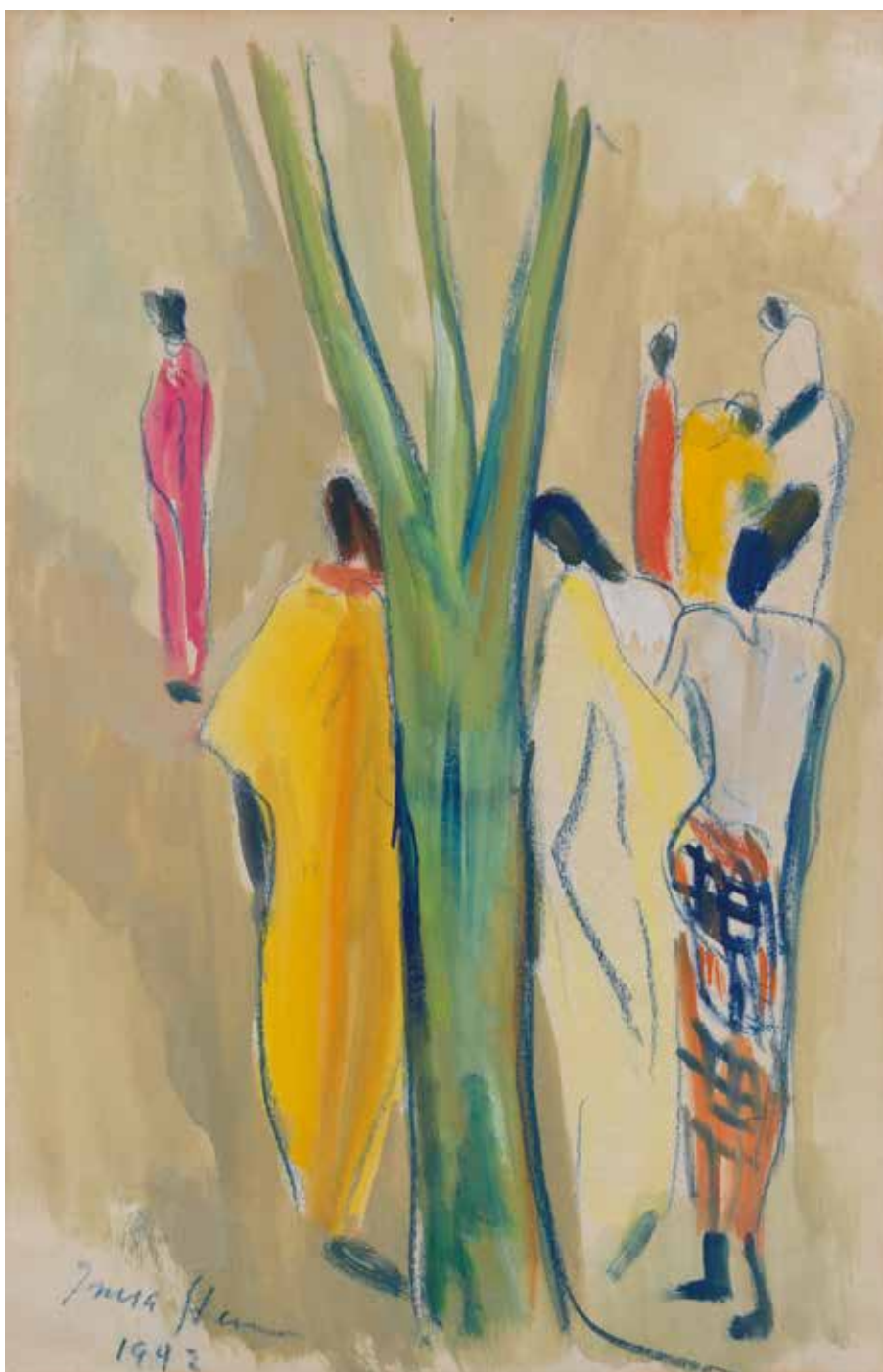
Provenance

A private collection, USA.

The semi-desert region of the Karoo recurs again and again in Pierneef's oeuvre - the landscape continued to inspire the artist throughout his career. Characterised by its low rainfall and cloudless skies, the climate in the Karoo is one of extremes. Early settlers at the Cape viewed the terrain as an impenetrable barrier to the interior, subject to great frosts, floods and droughts.

The present view most likely depicts the Great Karoo. In the background, we can see the 'Karoo Koppies', the iconic flat-topped hills. The foreground is given over to gentle yellow and orange undulations, generating an impression of great heat and aridity.





32

IRMA STERN (SOUTH AFRICAN, 1894-1966)

A Congo Scene

signed 'Irma Stern 1942' (lower left)

crayon and gouache on paper

38 x 25cm (14 15/16 x 9 13/16in).

£7,000 - 10,000

Provenance

Purchased by a private collector in South Africa, circa 1970s.

By direct descent to the current owner.



33*

WILLIAM JOSEPH KENTRIDGE (SOUTH AFRICAN, BORN 1955)

Dutch Iris II

signed 'W Kentridge' (lower right) and numbered '15/30' (lower left)
etching and aquatint

sheet size: 121.3 x 80cm (47 3/4 x 31 1/2in); image size: 108.3 x 59.7cm (42 5/8 x 23 1/2in).

£8,000 - 12,000

Provenance

Purchased at Rose Korber Art, Cape Town, circa 1990s.
A private collection, USA.

Dutch Iris II demonstrates Kentridge's mastery of this print form.

The subtle shading and fine delineation of the flower's curling petals show the artist to be as confident with an etching needle as he is with charcoal. Kentridge first began to work with this medium in the early 1970s. He was inspired to create the current print in 1992 after studying Vincent van Gogh's series of Iris flowers painted a century earlier. This version is markedly different to his first monochromatic prints, with its vibrant violet, blue and green palette. Here the fragile flower appears to float above a rich and deep burgundy background. Kentridge thus turns a simple flower study into a dramatic and sensual composition.

Bibliography

R. Krauss et al, *A Universal Archive: William Kentridge as Printmaker*, (Hayward Publishing, 2012), p.13.



34

34

**FRANCOIS KRIGE
(SOUTH AFRICAN, 1913-1994)**

Montagu

signed and dated 'Krige 90' (lower left)

oil on canvas

71 x 75cm (27 15/16 x 29 1/2in).

£5,000 - 8,000

Provenance

A private collection, UK.

In 1966, Francois Krige moved from Cape Town to Montagu in western Karoo, where he continued to live until his death in 1994.

Naturally shy and reserved, the artist generally avoided exhibitions and collaborations. He was drawn by the quiet isolation of Montagu, and the dramatic beauty of her landscapes. Breyten Breytenbach remembered his friend thus in 2000:

"It is often said that François Krige was a retiring person, discreet and unostentatious. Indeed, if we look at how seldom he exhibited and how reluctantly he sold many of his works, it is clear that he shunned the public role or posture."

Whilst the artist rarely exhibited in his own lifetime, his important contribution to the South African art canon is recognised at the Montagu Museum. The institution was established in 1957 with the aim of preserving the social and cultural achievements of the region's inhabitants. A permanent exhibition of Krige's work is the collection's crowning glory, perpetuating the artist's legacy.



35

35

**ALEXIS PRELLER
(SOUTH AFRICAN, 1911-1975)**

Santorini

signed and dated 'PRELLER '69' (lower right);

inscribed 'GREEK ISLAND: SANTORINI/ A/R.B. 589' (verso)

oil on panel

11 x 17cm (4 5/16 x 6 11/16in).

£3,000 - 5,000

Provenance

Private collection, UK.



36

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Portrait of a child
signed 'G SEKOTO' (lower right)
gouache on board
49.5 x 31cm (19 1/2 x 12 3/16in).

£10,000 - 15,000

Provenance

Acquired by a private collector in South Africa, circa 1970s.
By direct descent to the current owner.



37*

**GEORGE MILWA MNYALUZA PEMBA
(SOUTH AFRICAN, 1912-2001)**

Portrait of a boy
signed and dated 'MPEMBA / 65' (lower right)
oil on board
38 x 28.5cm (14 15/16 x 11 1/4in).

£5,000 - 8,000

Provenance

Purchased by Sarah Hudleston directly from the artist's family.
Acquired by a private collector, South Africa.



38

ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)

'Aztec Figure' (2007)

signed, dated and titled (verso)

oil on canvas

70 x 70cm (27 9/16 x 27 9/16in).

£15,000 - 20,000

39●

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Summer Morning in Madeira

signed and dated 'Irma Stern 1950' (upper left)

oil on board

62 x 49.5cm (24 7/16 x 19 1/2in).

£80,000 - 120,000

Provenance

Collection of Mr. Victor Rubens.

Donated to Ben Uri Gallery & Museum, 1997.

Exhibited

Somerset House, London, *Out of Chaos: Ben Uri 100 Years in London*, 2 July to 13 December 2015.

Despite being born in the Transvaal in South Africa, Stern's German-Jewish ancestry profoundly influenced her art. The Stern family retained strong ties with Berlin and its artistic culture, frequently traveling to the Continent during Irma's childhood. She moved to Germany in 1913 to study with the respected Expressionist painter, Max Pechstein. She exhibited alongside German Secessionist artists in 1918 and 1920. In May 1919, Stern held her first solo exhibition at the Fritz Gurlitt Gallery in Berlin, before returning to South Africa in 1920.

Back in Cape Town, Stern's 'modern' aesthetic received harsh criticism by the conservative art establishment. Her first exhibition in South Africa in 1922 was condemned as indecent. However, over the following decades Stern gradually won over her critics. By 1960, she had represented South Africa at four consecutive Venice Biennials. Today, she is considered the doyen of South African modern art.

Summer Morning in Madeira was executed late in her career. Poor health and reduced mobility meant that she largely restricted her travel to Europe in the 1950s. The bright colour palette and broad, gestural brushstrokes are characteristic of her late style.





40

MAGGIE (MARIA MAGDALENA) LAUBSER
(SOUTH AFRICAN, 1886-1973)

Landscape with sheep

signed 'M Laubser' (lower right); inscribed with artist's name and title (verso)

oil on canvas laid to board

45.5 x 35.5cm (17 15/16 x 14in).

£10,000 - 15,000

Provenance

Collection of Mr J. Galasko, Johannesburg.

Purchased by Mr A. McLaren, Johannesburg.

Collection of Mrs E. Sender, Johannesburg.

Purchased by private collector in Cape Town, circa 1985.

By descent to the current owner.

Literature

Sotheby's Parke-Bernet catalogue, Johannesburg, 17 March 1976.
 Lot no. 146. Illustrated p.102.

D. Marais, *Maggie Laubser: her paintings, drawings and graphics*,
 Johannesburg, 1994. Cat. no. 1754. Illustrated p.385.



41*

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

South West African Landscape

signed '-Pierneef.' (lower right); bears Dennis Hotz Fine Art Label (verso)

oil on canvas

40.5 x 55.5cm (15 15/16 x 21 7/8in).

£15,000 - 20,000

Provenance

Purchased at Dennis Hotz Fine Art, Johannesburg.

A private collection.



42

42*

CECIL EDWIN FRANS SKOTNES (SOUTH AFRICAN, 1926-2009)

Red figure
signed 'C. Skotnes' (lower right)
painted incised panel
92.7 x 77.5cm (36 1/2 x 30 1/2in).

£2,000 - 3,000

Provenance

Private collection, United States.

43

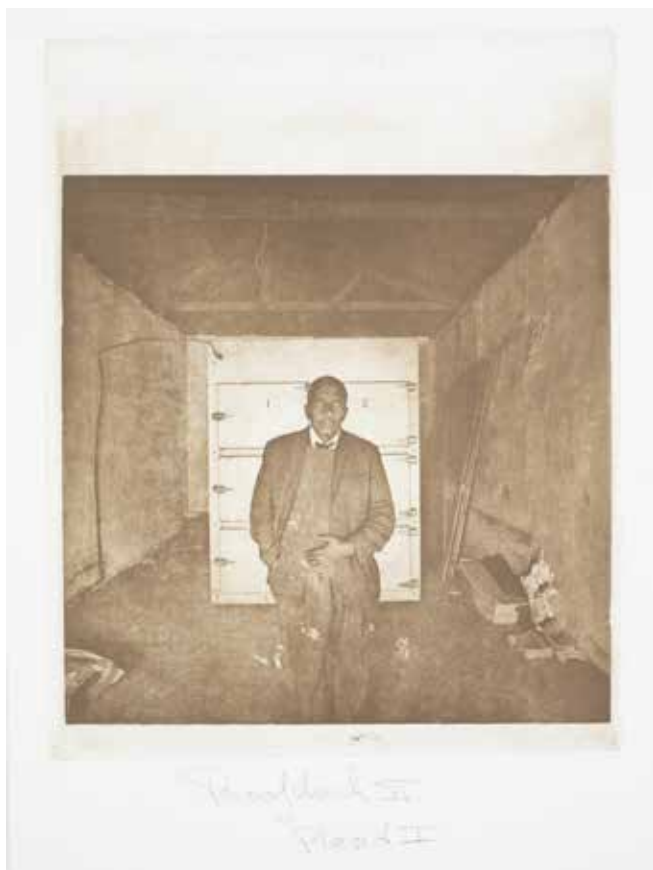
DAVID GOLDBLATT (SOUTH AFRICAN, BORN 1930)

Untitled (portrait of a man); including the original negative and six prints
one inscribed 'Plaat I' in pencil (lower centre), the others inscribed
'Zwart, sepia & bistre' in pencil (verso)
original negative and prints in black, sepia and bistre
plate size 30 x 24cm (11 13/16 x 9 7/16in).
unframed
(7)

£1,800 - 2,200

Provenance

Purchased by a private collector in South Africa.
By direct descent to current owner.



43



44*

LARRY (LAURENCE VINCENT) SCULLY
(SOUTH AFRICAN, 1922-2002)

'Nkosi Sikelel' iAfrika' (God Bless Africa)
 signed and dated 'Scully '94-'97' (lower right)
 oil on canvas
 200 x 300cm (78 3/4 x 118 1/8in).

£10,000 - 15,000

Provenance

Acquired directly from the artist by the current owner, 1998.

Larry Scully's art has been informed by many cultural influences. Born in Gibraltar in 1922, he then spent the majority of his childhood in Portsmouth, England, before moving to South Africa aged 15. His artistic ability was soon recognised. When the Second World War broke out in 1939, Scully was employed as a draftsman in the South African Permanent Forces. Following the end of the war, he obtained a grant to study at the University of Witwatersrand, where he met fellow artists, Cecil Skotnes and Christo Coetzee.

In the late 1940s, Scully took up a teaching position at the Polly Street Art Centre in Johannesburg, the first institution to offer art education to black students. In the 1970s, he was appointed to head a committee organising the Johannesburg Biennale. However, when ordered by the South African government to exhibit only white artists, he resigned from the post.

Nkosi Sikelel' iAfrika was completed in 1998. It celebrates a new South Africa, unified under the leadership of Nelson Mandela. *Nkosi Sikelel' iAfrika* is a hymn, originally composed by the Xhosa clergyman, Enoch Sontonga in 1897. It became the anthem of the ANC, and an important symbol of the anti-Apartheid movement. As such, it was banned by the regime until the ANC came to power in 1994.

Scully described the motivations behind the work thus:

"Painting is for me visual music and visual thinking. My inspiration comes from the colours, textures and forms and light of Africa, and is a continuing search for unity out of diversity."

Nkosi Sikelel' iAfrika was originally intended to hang in the Head Office of South African Airways in Johannesburg. However, Scully was persuaded to sell it to the current owners instead, as they were so captivated by the work.

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Still life with tiger lilies

signed and dated 'Irma Stern / 1960' (lower right)

oil on canvas

85 x 69.5cm (33 7/16 x 27 3/8in).

£180,000 - 220,000

Stern's love of nature found full expression in her garden at The Firs. Here she cultivated a wide variety of flowers including stocks, geraniums, daisies, roses, petunias and fuchsias, and many of these blossoms became the subjects of her art. These still-lives exude a vital energy rarely found in the genre; the profusion of stems and blossoms are hardly contained by the edge of the canvases.

In 1937, the British artist Jacob Epstein complimented Stern on her ability to paint flowers: "Do you know that nobody living can paint flowers better than you...Renoir roses...look like paper against your flowers."

The still-lives are generally considered to be Stern's most experimental works, both in colour and form. Here the cool lilac petals of the tiger lilies are set off by the warm orange tones of the peaches and table. The bowls of fruit are painted from above, a different viewpoint to the vase. The multiple perspectives remind the viewer of the canvas's two-dimensionality; the vigorous brushstrokes celebrate the act of painting as much as they do the subject matter. The exotic vase that hold the flowers is no less fascinating, having been purchased on one of her many trips abroad.

Bibliography

H. Smuts, *At Home with Irma Stern*, (Cape Town, 2007), pp.34-35.





46*

WILLIAM JOSEPH KENTRIDGE (SOUTH AFRICAN, BORN 1955)

'Four films: Soho Eckstein': VHS cassette, including recorded interview with the artist and handwritten transcript (3)

1. Johannesburg - Second Greatest City after Paris, 1989 (8 mins, 2 secs)
 2. Monument, 1990 (3 mins, 11 secs)
 3. Mine, 1991 (5 mins, 49 secs)
 4. Sobriety, Obesity and Growing Old, 1991 (8 mins, 15 secs)
- VHS cassette, produced 1993; 25 minutes, 32 seconds in duration

£5,000 - 8,000

Provenance

Acquired directly from the artist by the present owner, 1993.

This cassette tape was purchased by the current owner when she interviewed Kentridge at his home in Houghton Drive, Johannesburg on 5 October 1993. The tape is accompanied by a recording of the interview as well as a handwritten transcript.

Kentridge produced a series of short films between 1989 and 1996. The first sequence, titled *Johannesburg - Second Greatest City After Paris*, introduces the central character, Soho Eckstein. Eckstein, the founder of a mining town on the outskirts of Johannesburg, is a wealthy man, but also ruthless and calculating. He appears to be indifferent to the needs of his wife and the well-being of his workers. His soullessness is echoed by the aridity of the surrounding landscape. The desolate grey urban sprawl forces the viewer to acknowledge the way the industrialists have exploited the country's natural resources for their own material gain, regardless of the consequences.

Kentridge metes out social justice on Eckstein. Ruthless ambition has brought him financial success, but it is also his undoing. His cold attitude to his wife encourages her to find comfort in the arms of another man, Felix Teitlebaum; the exploited miners begin to protest against their poor working conditions.

The second animated film, *Monument* (1990), follows Eckstein's efforts to erect a monument to the South African labour force. What is ostensibly an act of civic benevolence is revealed to be another act of self-interest. Eckstein is seeking to pacify his discontented workers with a grand but ultimately meaningless gesture. As with the first film, Soho's attempts to aggrandize himself backfire, as the monumental statue of an anonymous labourer comes to life at the unveiling.

However, these films are not simple morality tales. Kentridge imbues his central character with many of his own attributes. White, Jewish, middle-class, Kentridge feels a deep ambivalence towards his privileged social position. In this context, the monument becomes an expression of the artist's unconscious guilt.

Mine (1991), the third film sequence, reveals Kentridge's technical mastery of the medium. The scenes shift back and forth between Eckstein's private world and the daily life of his workers. Soho's self-indulgence is starkly contrasted by the miners' deprivation. The miserable, gritty conditions are communicated in a few sketches; the downward thrust of Eckstein plunging his freshly brewed coffee is transformed into a rapid descent into the subterranean network of mine shafts.

The fourth film, *Sobriety, Obesity & Growing Old* (1991), continues to explore the dynamic between individual responsibility and the collective struggle for power. The opening scene shows a landscape filling with protesters, before shifting perspective to Eckstein's office. On his desk, a photograph of Mrs Eckstein becomes a tableau of she and Felix making love. Soho's professional and personal interests are in a state of emergency. On the brink of losing everything, he experiences a transformation; the greedy industrialist retrieves his moral compass.

Drawing is fundamental to Kentridge's film-making. The scenes are created from minute changes made to a single sketch, which have been captured a few frames at a time by a 16mm film camera.

Bibliography

D. Cameron, C. Christov-Bakargiev, J. Coetzee, ed., *William Kentridge*, (New York, 1999), pp.51-65, 115-119.



47

DEBORAH MARGARET BELL (SOUTH AFRICAN, BORN 1957)

'The Journey Home: Ulysses', 1999-2000

signed 'BELL' (lower right); bears Art First label with artist's name, title and date (verso)

mixed media on paper

160 x 120cm (63 x 47 1/4in).

£7,000 - 10,000

Exhibited

London, Art First, *The Journey Home*, 2000.

Literature

P. Stein, *Deborah Bell*, (Johannesburg, 2004), illustrated p.10.

This collage belongs to a series of works Bell executed between 1999 and 2000 entitled *The Journey Home*. The artist was inspired by a sentence she came across in a collection of writings by Max Beckmann, *On my Painting*:

"I am seeking for a bridge which leads from the visible to the invisible, like the famous cabalist who once said, 'If you wish to get hold of the invisible you must penetrate as deeply as possible into the visible'." (Beckmann 1988: 12)

Beckmann's words resonated with Bell and her own quest for the 'Self'. She too seeks to 'penetrate' the material world and unearth the hidden truths through making art. For her, the creative process is 'the journey home', the route to truth and meaning.

Bell has likened her work to alchemy, the protoscientific practice that was thought to transmute base metals into gold or a universal elixir. She is the base metal, and each image she creates is a transformation. In the words of Pippa Stein, Bell is "simultaneously the maker, the material and the made: in this dissolution of the self, the artist and the art become one". With each artwork, Bell takes another step on her journey to self-knowledge.

Bibliography

P. Stein, *Deborah Bell*, (Johannesburg, 2004), pp.7-11.

WILLIE BESTER (SOUTH AFRICAN, BORN 1956)

Security Branch (1996)

signed and dated 'W Bester '96' (lower left)

oil on canvas and applied items

158 x 114cm (62 3/16 x 44 7/8in).

Provenance

Acquired from the Goodman Gallery, Johannesburg, April 1996.

Private collection, USA.

Exhibited

Ontario, The Art Gallery of Windsor, '*Apartheid Laboratory*' February 2007.

J. Patten, '*Apartheid Laboratory*', (Canada, 2007), illustrated cat no. 6.

Literature

Sotheby's Parke-Bernet catalogue, Johannesburg, 17 March 1976.

Lot no. 146. Illustrated p.102.

Security Branch belongs to a series of works constructed from the circular base of a cable drum. The surface is covered with various machine parts, fragments of electronic circuits, valves and gauges, panels and meters. The work is a reflection on the increasing mechanization of South African industry.

The blue and yellow colour scheme refer to the uniforms of the South African police. In choosing this palette, Bester is suggesting that industrialization will impose the same level of restriction on the people as the country's security forces.

By the time the work was executed in 1996, South Africa had held its first democratic elections following apartheid. However, in re-entering the international community, the workers are now subject to the demands of the global economy. Bester poses the question: will political oppression simply be replaced by economic exploitation?

Please note:

This work is currently located in Detroit, USA, and any successful buyer will have to arrange collection from this location. Please contact the department for further information.



49

WILLIE BESTER (SOUTH AFRICAN, BORN 1956)

Silver Man (1999)

signed with initials "WB" to base.

steel and assembled items

70 x 45 1/4 x 65 cm (178 x 115 x 25 1/2 in).

Provenance

Acquired from the Goodman Gallery, Johannesburg, December 1999.

Private collection, USA.

Exhibited

Windsor, Canada, The Art Gallery of Windsor, *'Apartheid Laboratory'*

February 2007.

Literature

J. Patten, *'Apartheid Laboratory'*, (Canada, 2007), illustrated, cat no.

9.

Please note:

This work is currently located in Detroit, USA, and any successful buyer will have to arrange collection from this location. Please contact the department for further information.





50*

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Wooded Landscape with Mountain Range beyond
signed 'J.H.Pierneef' (lower right); bears Ferreira Art Gallery label
(verso)

oil on canvas

39 x 49.5cm (15 3/8 x 19 1/2in).

£12,000 - 18,000

Provenance

Purchased at Ferreira Art Gallery, Sandton.
A private collection.



51*

**MAGGIE (MARIA MAGDALENA) LAUBSER
(SOUTH AFRICAN, 1886-1973)**

Landscape with Houses, Figures and a Cow
signed 'M. Laubser' (lower left); inscribed 'Eiendom van Mare Swart &
Lubbe Edrich/ Ryneveldstraat 34/ Stellenbosch' (verso)
oil on composition board
18 x 16 in. (45.7 x 40.6 cm)

£25,000 - 35,000

Provenance

Edrich's, Stellenbosch.
Renko Gallery, London.
Purchased by Mrs H. Bloch at Renko Gallery, London.
By descent to current owner.

Exhibited

London, Ann Bryant Gallery, 1971. Cat. no. 68.

Literature

D.Marais, *Maggie Laubser her paintings, drawings and graphics*,
(Johannesburg and Cape Town, 1994), cat no. 1695. Illustrated
p.376.



52
GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)
 Female head study
 signed and dated 'G.SEKOTO / 68' (lower right)
 gouache
 54.5 x 37cm (21 7/16 x 14 9/16in).

£8,000 - 12,000

Provenance

Purchased directly from the artist by the present owner in Paris, circa 1980.



53

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Zanzibar Street Scene

signed and dated 'Irma Stern/ 1939' (lower left)

gouache

41 x 35cm (16 1/8 x 13 3/4in).

£15,000 - 20,000

Provenance

Purchased by a private collector, Cape Town.

By direct descent to current owner, 1994.

This watercolour was executed during Stern's first visit to Zanzibar in 1939. The artist had been an inveterate traveler since adolescence. Her frequent journeys to the Continent came to an abrupt end with the outbreak of the Second World War. She was forced to satisfy her wanderlust within Africa, traveling first to Zanzibar and then to the Congo. The war years, 1939 to 1945, are widely considered Stern's finest period. The landscapes and peoples she encountered on her excursions appealed to her romantic fascination with the exotic, and stimulated a creative outburst.

The sights, sounds and smells in Zanzibar made such an impression on Stern that she was moved to document her experiences in writing. The text, titled *Zanzibar*, was published in Pretoria in 1948. An extract demonstrates her sensual appreciation of the island. She described a street stall thus:

"small vivid blue fish with yellow stripes, silvery kinds, red roman, enormous lobsters as made of turquoise matrix, phantastic (sic) huge turtles - all came out of the tropical sea. The stall had a daily surprise of strange kinds of fruit and vegetables. A pale yellow grapefruit called ballunga intrigued me. When I opened it the flesh was a lovely pink embedded in a heavy woollen white...there is a variety of bananas, small yellow, large green, as long as a man's forearm...gourds and pumpkins - thin green shaky looking marrows, minute limes..."

This gouache depicts just such a market. Terracotta vessels are laid out on a table in the lower left corner. The vendor in the foreground wears a vibrant yellow robe. The bright colours and flowing brushstrokes communicate a similar sensuousness to the breathy excess of Stern's textual description. However, the street is relatively quiet, as the market winds down for the day.

Bibliography

N. Dubow, *Irma Stern*, (Cape Town, 1974), pp.18-19.

I. Stern, *Zanzibar*, (Pretoria, 1948).



54

DYLAN LEWIS (SOUTH AFRICAN, BORN 1964)

Trans-Figure XXVIII (S314)

signed and numbered 'Dylan Lewis 7/12 S314'; bears Bronze Age
foundry stamp to base

bronze

105 x 25.5 x 25.5cm (41 5/16 x 10 1/16 x 10 1/16in) including base.

£10,000 - 15,000



55†

ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)

Man in Rumpiled Suit, 2005

signed, titled and dated (verso); bears Myerson Fine Art label

oil on canvas

90 x 90cm (35 7/16 x 35 7/16in).

£17,000 - 25,000

The suited businessman is a recurring motif in Hodgins' oeuvre. His preoccupation with the theme began in 1981 when he was working on a series of paintings inspired by Alfred Jarry's play *Ubu Roi*. Jarry's play, first performed in Paris in 1896, is a scathing and satirical portrait of fin de siècle bourgeois society.

The central character, Ubu, is an anti-hero: fat, vulgar, grandiose, dishonest, self-interested and cruel. The South African playwright, Jane Taylor, argues that Ubu's puerile complacency is exacerbated by his middle class, privileged status; he «inhabits a domain of greedy self-gratification».

Hodgins saw many parallels between the self-serving Ubu and modern day capitalists during Apartheid. The artist was fascinated by how the suit seemed to legitimize all kinds of exploitation and evil. Society condoned ruthlessness and greed as long as the perpetrators were wearing these uniforms of respectability. In an interview with Ivor Powell in 1994, Hodgins expressed the motivations behind the series:

"I've been working with businessmen in suits. Now what are these suits? Are they protection, are they coats of armour, are they camouflage, are they sexual devices to show they are successful? What are these suits really?" (*Art Ventilator* issue 1, 1994)

Curator, Rayda Becker, has also described the suit as a carapace, a carefully-constructed disguise:

"Behind the pinstripes and safety of a gark suit lurk the lurid ogres of rampant convention, the sloths of greed and priests of emotional apathy."

Paintings such as *Man in Rumpiled Suit* expose the hollowness of this facade. This 'captain of industry' is only human, a flawed and bloated figure. A fact the bathetic title drives home.

Bibliography

S. Perryer, *10 Years 100 Artists: Art in a Democratic South Africa*, (Cape Town, 2004), p.158-161.



56*

WILLIE BESTER (SOUTH AFRICAN, BORN 1956)

Township clearance (1990)

signed and dated 'WBESTER 90' (left margin)

oil on board

52 x 101cm (20 1/2 x 39 3/4in).

Provenance

Acquired from the Goodman Gallery, Johannesburg, 1991;
Private collection, USA.



57* TP

WILLIE BESTER (SOUTH AFRICAN, BORN 1956)

Welcome Home (1996)

signed and dated 'W.BESTER/ 96' (lower left)

oil paint, bottle tops, flattened cans, barbed wire, metal signage and burlap sack

88 x 154 x 9.5cm (34 5/8 x 60 5/8 x 3 3/4in).

in artist's wooden frame.

Provenance

Acquired from the Goodman Gallery, Johannesburg, June 1996.

Private collection, USA.

Welcome Home is constructed from a window pane from an industrial factory. Behind the glass are collections of found objects, surrounded by a border made from industrial sacking.

The top left panel depicts a number of graves, referencing all those who have given their lives in the struggle for political liberation and racial equality. Under the apartheid regime, many members of the African National Congress were tortured to death by the police or sentenced to life imprisonment.

Executed in 1996, the artwork was constructed after the ANC's political victory and the dissolution of apartheid. However, it warns against an overly optimistic view of the present. The glass panels covering the boxes are shattered, hinting at the fragility of the new democracy. Bester is acknowledging that racial segregation under apartheid has caused deep social divisions, cracks that will continue to be visible for the foreseeable future.



58*

LIONEL SMIT (SOUTH AFRICAN, BORN 1982)

Mirrored profile

signed and dated 'Lionel Smit 2012' (lower right)

oil on linen

135 x 178cm (53 1/8 x 70 1/16in).

£6,000 - 9,000



59*

EZROM KJOBOKANYO SEBATA LEGAE (SOUTH AFRICAN, 1938-1999)

Shepherd (Man with Goat), 1991

incised 'E.LEGAE 91', stamped 'AP 1999' (on the base)

bronze

Shepherd measures 112 x 60.2 x 40.5 cm; goat measures 50.8 x 62 x 18cm

£30,000 - 50,000

Provenance

Acquired from the Goodman Gallery, Johannesburg, 1999.
A private collection.

This large double work was cast in 1993 in an edition of three and one artist's proof (the above work) on the instruction of Linda Givon of the Goodman Gallery.

A cast dated stamped 1993 currently stands in a private South African collection and the whereabouts and dates of the other two editions are unknown. The above work was stamped by the Goodman Gallery on its sale in 1999.

Exhibited

Johannesburg, Goodman Gallery, *Ezrom Legae - Sculpture*, 1999.



60

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Woman in profile

signed and dated 'G.SEKOTO / 69' (lower right)

oil on canvas

65 x 54cm (25 9/16 x 21 1/4in).

£15,000 - 20,000

Provenance

Private collection until 1990.

By direct descent to present owner.

END OF SALE

AFRICA NOW

Thursday 5 October 2017
New Bond Street, London

BENEDICT CHUKWUKADIBIA

ENWONWU M.B.E

(NIGERIAN, 1917 - 1994)

Negritude on red
oil on board

£60,000 - 90,000 *

ENQUIRIES

+44 (0) 20 7468 8355

africanow@bonhams.com



Bonhams

LONDON

bonhams.com/africanow

* Plus buyer's premium and other fees. For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

Bonhams

is delighted
to support



help2read
Improving Lives through Literacy

GALA

Dinner & Auction

09 OCTOBER 2017

Vintners' Hall, Upper Thames Street, London

Auctioneer:
Giles Peppiatt

Guest Speaker:
Rory Bremner

Stunning auction lots gifted by:

GAVIN RAJAH

DE BEERS
GROUP OF COMPANIES

Singita

Lucinda Mudge Studio
Unruly Pottery Art

EVERARD READ

CAPE TOWN | JOHANNESBURG | LONDON

CIRCA

Tickets
£200 each

Give the gift of literacy. Book your tickets today!

For booking enquiries, email Zofia@help2read.org

help2read is a charity dedicated to erasing illiteracy in South Africa. Since 2011, we've helped over 15,000 primary school children learn to read. All proceeds from the event will support our Literacy Tutor Programme, improving the skills and employability of township youth whilst providing children with one-on-one reading support in some of South Africa's poorest communities.



IMPORTANT
DESIGN
500 YEARS OF FINE
DECORATIVE ARTS

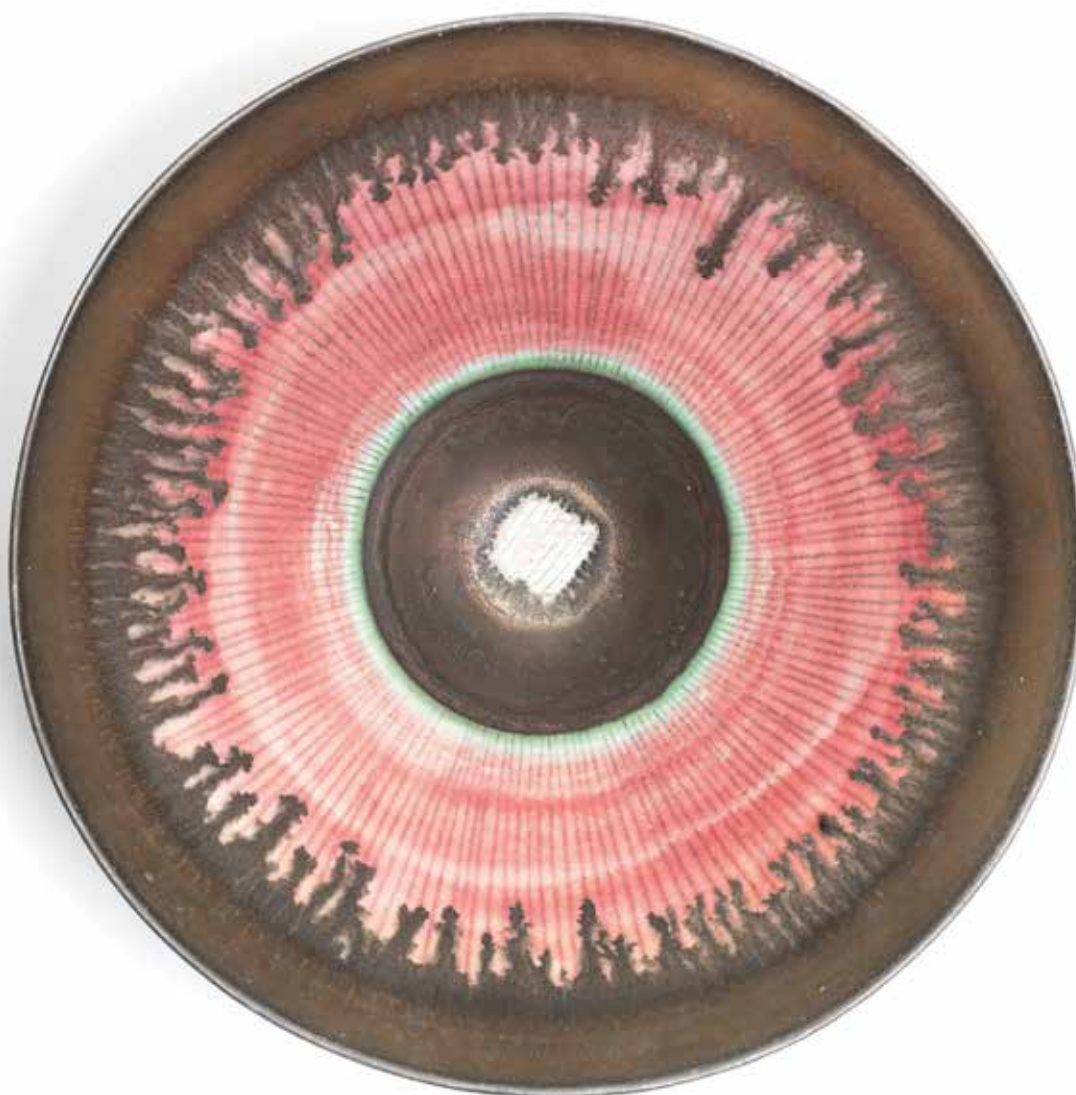
Wednesday 25 October
New Bond Street, London

Closing date for entries
Friday 25 August 2017

A PORCELAIN BOWL BY DAME LUCIE RIE
Sold for £113,478.12

Featuring Silver, Furniture, Works of Art,
Decorative Arts and Post-War Design

ENQUIRIES
Laurel Kemp
laurel.kemp@bonhams.com



Bonhams

LONDON

bonhams.com/importantdesign

Prices shown include buyer's premium. Details can be found at bonhams.com

CHINESE WORKS OF ART

Monday October 30, 2017
New York

ATTRIBUTED TO LU JI EAGLES

A pair of hanging scrolls (detail)
ink on silk

US\$20,000 - 30,000

plus buyer's premium and other fees *

INQUIRIES

+1 (917) 206 1677
bruce.maclaren@bonhams.com



Bonhams

NEW YORK

bonhams.com/chinese

* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as *Auctioneer* of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams’* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller’s* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our *Buyer’s Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*. This will govern *Bonhams’* relationship with the *Buyer*.

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an “as is” basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before

doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams’* opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you. However, any written *Description* of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

The Seller’s responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams’ responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller’s* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams’* behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness

of any statement or representation made by *Bonhams* or on *Bonhams’* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams’* discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder* Registration Form, *Absentee Bidding Form* or *Telephone Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale*

to any person even if that person has completed a *Bidding Form*.

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, please complete a *Telephone Bidding Form*, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee *Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your Absentee *Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please visit our *Website* at <http://www.bonhams.com> for details of how to bid via the internet.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and

Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the *Catalogue*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* of *Lots*:

25% up to £100,000 of the *Hammer Price*
20% from £100,001 to £2,000,000 of the *Hammer Price*
12% from £2,000,001 of the *Hammer Price*

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the catalogue.

Payment by credit card, company debit cards and debit cards issued by a non-UK bank will be subject to a 2% surcharge on the total value of the invoice.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

| <i>Hammer Price</i> | Percentage amount |
|------------------------------|-------------------|
| From €0 to €50,000 | 4% |
| From €50,000.01 to €200,000 | 3% |
| From €200,000.01 to €350,000 | 1% |
| From €350,000.01 to €500,000 | 0.5% |
| Exceeding €500,000 | 0.25% |

8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.

The following symbols, shown beside the *Lot* number, are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins, notes or travellers cheques;

Bank transfer: you may electronically transfer funds to our *Trust Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Trust Account* details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over £100,000.

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale Information* at the front of the *Catalogue*. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Catalogue*.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licences please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites/> or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA)
Wildlife Licencing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any

case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to

exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

As a *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

Olt is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Φ This lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, it's fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
 - 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
 - 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
 - 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
 - 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
 - 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams'* Website, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

| | | | | | |
|----------|--|-----------|--|-----------|---|
| 8 | FAILURE TO PAY FOR THE LOT | 9 | THE SELLER'S LIABILITY | 10.3 | If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6. |
| 8.1 | If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise): | 9.1 | The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> . | | |
| 8.1.1 | to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract; | 9.2 | Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise. | 10.4 | Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period. |
| 8.1.2 | to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell; | 9.3 | Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> , | 10.5 | If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term. |
| 8.1.3 | to retain possession of the <i>Lot</i> ; | 9.3.1 | the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ; | 10.6 | References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents. |
| 8.1.4 | to remove and store the <i>Lot</i> at your expense; | | | 10.7 | The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation. |
| 8.1.5 | to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract; | | | 10.8 | In the <i>Contract for Sale</i> "including" means "including, without limitation". |
| 8.1.6 | to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment; | 9.3.2 | the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise; | 10.9 | References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders. |
| 8.1.7 | to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof; | 9.3.3 | in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise. | 10.10 | Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> . |
| 8.1.8 | to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds; | | | 10.11 | Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> . |
| 8.1.9 | to retain possession of, and on seven days written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and | 9.4 | Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law. | 10.12 | Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law. |
| 8.1.10 | so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you. | | | 11 | GOVERNING LAW |
| 8.2 | You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you. | 10 | MISCELLANEOUS | | All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place. |
| 8.3 | On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf. | 10.1 | You may not assign either the benefit or burden of the <i>Contract for Sale</i> . | | |
| | | 10.2 | The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> . | | |

APPENDIX 2

BUYER'S AGREEMENT

IMPORTANT: These terms may be changed in advance of the Sale of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the Sale and/or by placing an insert in the *Catalogue* and/or by notices at the Sale venue and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the Sale, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
- 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the Sale:
- 3.1.1 the *Purchase Price* for the *Lot*;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the *Lot* is marked [AP], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the Sale.

| | | | |
|----------|---|-----------|--|
| 7 | FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS | | |
| 7.1 | If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>): | 7.3 | If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us. |
| 7.1.1 | to terminate this agreement immediately for your breach of contract; | 7.4 | We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us. |
| 7.1.2 | to retain possession of the <i>Lot</i> ; | 8 | CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT |
| 7.1.3 | to remove, and/or store the <i>Lot</i> at your expense; | 8.1 | Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may: |
| 7.1.4 | to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract; | 8.1.1 | retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or |
| 7.1.5 | to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment; | 8.1.2 | deliver the <i>Lot</i> to a person other than you; and/or |
| 7.1.6 | to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof; | 8.1.3 | commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or |
| 7.1.7 | to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so; | 8.1.4 | require an indemnity and/or security from you in return for pursuing a course of action agreed to by you. |
| 7.1.8 | to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full; | 8.2 | The discretion referred to in paragraph 8.1: |
| 7.1.9 | to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement; | 8.2.1 | may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and |
| 7.1.10 | on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us; | 8.2.2 | will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim. |
| 7.1.11 | refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> . | 9 | FORGERIES |
| 7.2 | You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you. | 9.1 | We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9. |
| | | 9.2 | Paragraph 9 applies only if: |
| | | 9.2.1 | your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and |
| | | 9.2.2 | you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and |
| | | 9.2.3 | within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> . |
| | | 9.3 | Paragraph 9 will not apply in respect of a <i>Forgery</i> if: |
| | | 9.3.1 | the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or |
| | | 9.3.2 | it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed. |
| | | 9.4 | You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> . |
| | | 9.5 | If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , VAT and <i>Expenses</i> paid by you in respect of the <i>Lot</i> . |
| | | 9.6 | The benefit of paragraph 9 is personal to, and incapable of assignment by, you. |
| | | 9.7 | If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease. |
| | | 9.8 | Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> . |
| | | 10 | OUR LIABILITY |
| | | 10.1 | We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> . |
| | | 10.2 | Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by: |
| | | 10.2.1 | handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or |
| | | 10.2.2 | changes in atmospheric pressure; nor will we be liable for: |
| | | 10.2.3 | damage to tension stringed musical instruments; or |
| | | 10.2.4 | damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so. |

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams'* Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

“**Bidder**” a person who has completed a *Bidding Form*.

“**Bidding Form**” our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

“**Bonhams**” Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words “we”, “us” and “our”.

“**Book**” a printed *Book* offered for *Sale* at a specialist *Book Sale*.

“**Business**” includes any trade, *Business* and profession.

“**Buyer**” the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words “you” and “your”.

“**Buyer's Agreement**” the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

“**Buyer's Premium**” the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

“**Catalogue**” the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

“**Commission**” the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

“**Condition Report**” a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

“**Conditions of Sale**” the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

“**Consignment Fee**” a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

“**Consumer**” a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

“**Contract Form**” the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

“**Contract for Sale**” the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

“**Contractual Description**” the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.

“**Description**” any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

“**Entry**” a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

“**Estimate**” a statement of our opinion of the range within which the hammer is likely to fall.

“**Expenses**” charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus *VAT* if applicable.

“**Forgery**” an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

“**Guarantee**” the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

“**Hammer Price**” the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

“**Loss and Damage Warranty**” means the warranty described in paragraph 8.2 of the Conditions of Business.

“**Loss and Damage Warranty Fee**” means the fee described in paragraph 8.2.3 of the Conditions of Business.

“**Lot**” any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

“**Motoring Catalogue Fee**” a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

“**New Bond Street**” means *Bonhams*' saleroom at 101 New Bond Street, London W1S 1SR.

“**Notional Charges**” the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.

“**Notional Fee**” the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

“**Notional Price**” the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

“**Notice to Bidders**” the notice printed at the back or front of our *Catalogues*.

“**Purchase Price**” the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

“**Reserve**” the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

“**Sale**” the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

“**Sale Proceeds**” the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any *VAT* chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

“**Seller**” the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), “*Seller*” includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words “you” and “your”.

“**Specialist Examination**” a visual examination of a *Lot* by a specialist on the *Lot*.

“**Stamp**” means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

“**Standard Examination**” a visual examination of a *Lot* by a non-specialist member of *Bonhams*' staff.

“**Storage Contract**” means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

“**Storage Contractor**” means the company identified as such in the *Catalogue*.

“**Terrorism**” means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

“**Trust Account**” the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams*' normal business bank account.

“**VAT**” value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

“**Website**” *Bonhams Website* at www.bonhams.com

“**Withdrawal Notice**” the *Seller's* written notice to *Bonhams* revoking *Bonhams*' instructions to sell a *Lot*.

“**Without Reserve**” where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

“**artist's resale right**”: the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

“**bailee**”: a person to whom goods are entrusted.

“**indemnity**”: an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression “indemnify” is construed accordingly.

“**interpleader proceedings**”: proceedings in the Courts to determine ownership or rights over a *Lot*.

“**knocked down**”: when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

“**lien**”: a right for the person who has possession of the *Lot* to retain possession of it.

“**risk**”: the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

“**title**”: the legal and equitable right to the ownership of a *Lot*.

“**tort**”: a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

“Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties.”

UNITED KINGDOM

London
101 New Bond Street ●
London W1S 1SR
+44 20 7447 7447
+44 20 7447 7400 fax

Montpelier Street ●
London SW7 1HH
+44 20 7393 3900
+44 20 7393 3905 fax

South East England

Guildford
Millmead,
Guildford,
Surrey GU2 4BE
+44 1483 504 030
+44 1483 450 205 fax

Isle of Wight
+44 1273 220 000

Representative:
Brighton & Hove
Tim Squire-Sanders
+44 1273 220 000

West Sussex
+44 (0) 1273 220 000

South West England

Bath
Queen Square House
Charlotte Street
Bath BA1 2LL
+44 1225 788 988
+44 1225 446 675 fax

Cornwall – Truro
36 Lemon Street
Truro
Cornwall
TR1 2NR
+44 1872 250 170
+44 1872 250 179 fax

Exeter
The Lodge
Southernhay West Exeter,
Devon
EX1 1JG
+44 1392 425 264
+44 1392 494 561 fax

Tetbury
Eight Bells House
14 Church Street
Tetbury
Gloucestershire
GL8 8JG
+44 1666 502 200
+44 1666 505 107 fax

Representatives:
Dorset
Bill Allan
+44 1935 815 271

East Anglia and Bury St. Edmunds
Michael Steel
+44 1284 716 190

Norfolk
The Market Place
Reepham
Norfolk NR10 4JJ
+44 1603 871 443
+44 1603 872 973 fax

Midlands

Knowle
The Old House
Station Road
Knowle, Solihull
West Midlands
B93 0HT
+44 1564 776 151
+44 1564 778 069 fax

Oxford
Banbury Road
Shipton on Cherwell
Kidlington OX5 1JH
+44 1865 853 640
+44 1865 372 722 fax

Yorkshire & North East England

Leeds
The West Wing
Bowcliffe Hall
Bramham
Leeds
LS23 6LP
+44 113 234 5755
+44 113 244 3910 fax

North West England

Chester
2 St Johns Court,
Vicars Lane,
Chester,
CH1 1QE
+44 1244 313 936
+44 1244 340 028 fax

Manchester
The Stables
213 Ashley Road
Hale WA15 9TB
+44 161 927 3822
+44 161 927 3824 fax

Channel Islands

Jersey
La Chasse
La Rue de la Vallée
St Mary
Jersey JE3 3DL
+44 1534 722 441
+44 1534 759 354 fax

Representative:
Guernsey
+44 1481 722 448

Scotland

Edinburgh ●
22 Queen Street
Edinburgh
EH2 1JX
+44 131 225 2266
+44 131 220 2547 fax

Bonhams West of Scotland
Kirkhill House
Broom Road East
Newton Mearns
Glasgow
G77 5LL
+44 141 223 8866
+44 141 223 8868 fax

Representatives:
Wine & Spirits
Tom Gilbey
+44 1382 330 256

Wales

Representatives:
Cardiff
Jeff Muse
+44 2920 727 980

EUROPE

Belgium
Boulevard
Saint-Michel 101
1040 Brussels
+32 (0) 2 736 5076
belgium@bonhams.com

Denmark
Henning Thomsen
+45 4178 4799
denmark@bonhams.com

France
4 rue de la Paix
75002 Paris
+33 (0) 1 42 61 10 10
paris@bonhams.com

Germany - Cologne
Albertusstrasse 26
50667 Cologne
+49 (0) 221 2779 9650
cologne@bonhams.com

Germany - Munich
Maximilianstrasse 52
80538 Munich
+49 (0) 89 2420 5812
munich@bonhams.com

Greece
7 Neofytou Vamva Street
Athens 10674
+30 (0) 210 3636 404
athens@bonhams.com

Ireland
31 Molesworth Street
Dublin 2
+353 (0) 1 602 0990
ireland@bonhams.com

Italy - Milan
Via Boccaccio 22
20123 Milano
+39 0 2 4953 9020
milan@bonhams.com

Italy - Rome
Via Sicilia 50
00187 Roma
+39 0 6 48 5900
rome@bonhams.com

The Netherlands
De Lairessestraat 154
1075 HL Amsterdam
+31 (0) 20 67 09 701
amsterdam@bonhams.com

Portugal
Rua Bartolomeu Dias nº
160, 1º
Belem
1400-031 Lisbon
+351 218 293 291
portugal@bonhams.com

Spain - Barcelona
Teresa Ybarra
+34 930 156 686
barcelona@bonhams.com

Spain - Madrid
Nunez de Balboa no 4-1A
28001 Madrid
+34 915 78 17 27
madrid@bonhams.com

Switzerland - Geneva
Rue Etienne-Dumont 10
1204 Geneva
+41 (0) 22 300 3160
geneva@bonhams.com

Switzerland - Zurich
Andrea Bodmer
Dreikönigstrasse 31a
8002 Zürich
+41 44 281 9535
zurich@bonhams.com

MIDDLE EAST

Israel
Joslyne Halibard
+972 (0)54 553 5337
joslyne.halibard@
bonhams.com

NORTH AMERICA
USA

San Francisco ●
220 San Bruno Avenue
San Francisco
CA 94103
+1 (415) 861 7500
+1 (415) 861 8951 fax

Los Angeles ●
7601 W. Sunset Boulevard
Los Angeles
CA 90046
+1 (323) 850 7500
+1 (323) 850 6090 fax

New York ●
580 Madison Avenue
New York, NY
10022
+1 (212) 644 9001
+1 (212) 644 9007 fax

Representatives:
Arizona
Terri Adrian-Hardy
+1 (602) 684 5747
arizona@bonhams.com

California
Central Valley
David Daniel
+1 (916) 364 1645
sacramento@bonhams.com

California
Palm Springs
Brooke Sivo
+1 (760) 350 4255
palm Springs@bonhams.com

California
San Diego
Brooke Sivo
+1 (323) 436 5420
sandiego@bonhams.com

Colorado
Julie Segraves
+1 (720) 355 3737
colorado@bonhams.com

Florida
Jon King
Palm Beach
+1 (561) 651 7876
Miami
+1 (305) 228 6600
Ft. Lauderdale
+1 (954) 566 1630
florida@bonhams.com

Georgia
Mary Moore Bethea
+1 (404) 842 1500
georgia@bonhams.com

Illinois
Ricki Blumberg Harris
+1 (773) 267 3300
chicago@bonhams.com

Massachusetts
Amy Corcoran
+1 (617) 742 0909
boston@bonhams.com

Nevada
David Daniel
+1 (775) 831 0330
nevada@bonhams.com

New Jersey
Alan Fausel
+1 (973) 997 9954
newjersey@bonhams.com

New Mexico
Michael Bartlett
+1 (505) 820 0701
newmexico@bonhams.com

Oregon
Sheryl Acheson
+1(503) 312 6023
oregon@bonhams.com

Pennsylvania
Alan Fausel
+1 (610) 644 1199
pennsylvania@bonhams.com

Texas
Amy Lawch
+1 (713) 621 5988
texas@bonhams.com

Virginia
Gertraud Hechl
+1 (540) 454 2437
virginia@bonhams.com

Washington
Heather O'Mahony
+1 (206) 218 5011
seattle@bonhams.com

Washington DC
Gertraud Hechl
+1 (416) 454 2437
washingtonDC
@bonhams.com

CANADA

Toronto, Ontario ●
Jack Kerr-Wilson
20 Hazelton Avenue
Toronto, ONT
M5R 2E2
+1 (416) 462 9004
info.ca@bonhams.com

Montreal, Quebec
David Kelsey
+1 (514) 894 1138
info.ca@bonhams.com

SOUTH AMERICA

Brazil
+55 11 3031 4444
+55 11 3031 4444 fax

ASIA

Hong Kong ●
Suite 2001
One Pacific Place
88 Queensway
Admiralty
Hong Kong
+852 2918 4321
+852 2918 4320 fax
hongkong@bonhams.com

Beijing
Suite 511
Chang An Club
10 East Chang An Avenue
Beijing 100006
+86(0) 10 6528 0922
+86(0) 10 6528 0933 fax
beijing@bonhams.com

Singapore
Bernadette Rankine
11th Floor, Wisma Atria
435 Orchard Road
Singapore 238877
+65 (0) 6701 8038
+65 (0) 6701 8001 fax
bernadette.rankine@
bonhams.com

Taiwan
Summer Fang
37th Floor, Taipei 101 Tower
Nor 7 Xinyi Road, Section 5
Taipei, 100
+886 2 8758 2898
+886 2 8758 2897 fax
summer.fang@
bonhams.com

AUSTRALIA

Sydney
97-99 Queen Street,
Woollahra, NSW 2025
Australia
+61 (0) 2 8412 2222
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

Melbourne
Como House
Como Avenue
South Yarra
Melbourne VIC 3141
Australia
+61 (0) 3 8640 4088
+61 (0) 2 9475 4110 fax
info.aus@bonhams.com

AFRICA

Nigeria
Neil Coventry
+234 (0)7065 888 666
neil.coventry@bonhams.com

South Africa - Johannesburg
Penny Culverwell
+27 (0)71 342 2670
penny.culverwell@bonhams.com

Bonhams Specialist Departments

19th Century Paintings

UK
Charles O' Brien
+44 20 7468 8360
U.S.A
Madalina Lazen
+1 212 644 9108

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Francesca Cavazzini
+61 2 8412 2222

African, Oceanic & Pre-Columbian Art

U.S.A
Fredric Backlar
+1 323 436 5416

American Paintings

Kayla Carlsen
+1 917 206 1699

Antiquities

Francesca Hickin
+44 20 7468 8226

Antique Arms & Armour

UK
David Williams
+44 20 7393 3807
U.S.A
Paul Carella
+1 415 503 3360

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 20 7468 8340

Art Nouveau & Decorative Art & Design

UK
Mark Oliver
+44 20 7393 3856
U.S.A
+1 212 644 9059

Australian Art

Merryn Schriever
+61 2 8412 2222
Alex Clark
+61 3 8640 4088

Australian Colonial Furniture and Australiana

+61 2 8412 2222

Books, Maps & Manuscripts

UK
Matthew Haley
+44 20 7393 3817
U.S.A
Catherine Williamson
+1 323 436 5442

British & European Glass

UK
John Sandon
+44 20 7468 8244
U.S.A.
Suzy Pai
+1 415 503 3343

British Ceramics

UK
John Sandon
+44 20 7468 8244

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

UK
carpets@bonhams.com
U.S.A.
+1 415 503 3392

Chinese & Asian Art

UK
Asaph Hyman
+44 20 7468 5888
U.S.A
Dessa Goddard
+1 415 503 3333
HONG KONG
+852 3607 0010
AUSTRALIA
Yvett Klein
+61 2 8412 2222

Clocks

UK
James Stratton
+44 20 7468 8364
U.S.A
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

UK
John Millensted
+44 20 7393 3914
U.S.A
Paul Song
+1 323 436 5455

Contemporary Art

UK
Ralph Taylor
+44 20 7447 7403
U.S.A
Jeremy Goldsmith
+1 917 206 1656

Entertainment Memorabilia

UK
Katherine Schofield
+44 20 7393 3871
U.S.A
Catherine Williamson
+1 323 436 5442

European Ceramics

UK
Sebastian Kuhn
+44 20 7468 8384
U.S.A
+1 415 503 3326

Furniture

UK
Thomas Moore
+44 20 8963 2816
U.S.A
Andrew Jones
+1 415 503 3413

European Sculptures & Works of Art

UK
Michael Lake
+44 20 8963 6813

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 131 240 2296

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

UK
India Phillips
+44 20 7468 8328
U.S.A
William O'Reilly
+1 212 644 9135

Indian, Himalayan & Southeast Asian Art

H.K.
Edward Wilkinson
+85 22 918 4321
U.S.A
Mark Rasmussen
+1 917 206 1688

Islamic & Indian Art

Oliver White
+44 20 7468 8303

Japanese Art

UK
Suzannah Yip
+44 20 7468 8368
U.S.A
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
+44 20 7468 8282
U.S.A
Susan Abeles
+1 212 461 6525
HONG KONG
Graeme Thompson
+852 3607 0006

Marine Art

UK
Veronique Scorer
+44 20 7393 3962
U.S.A
Gregg Dietrich
+1 917 206 1697

Mechanical Music

Jon Baddeley
+44 20 7393 3872

To e-mail any of the below use the first name dot second
name @bonhams.com eg. charles.obrien@bonhams.com

Modern, Contemporary & Latin American Art

U.S.A
Alexis Chompaisal
+1 323 436 5469

Modern & Contemporary Middle Eastern Art

Nima Sagharchi
+44 20 7468 8342

Modern & Contemporary South Asian Art

Tahmina Ghaffar
+44 207 468 8382

Modern Design

Gareth Williams
+44 20 7468 5879

Motor Cars

UK
Tim Schofield
+44 20 7468 5804
U.S.A
Mark Osborne
+1 415 503 3353
EUROPE
Philip Kantor
+32 476 879 471

Automobilia

UK
Toby Wilson
+44 8700 273 619
Adrian Pipiros
+44 8700 273621

Motorcycles

Ben Walker
+44 8700 273616

Native American Art

Ingmars Lindbergs
+1 415 503 3393

Natural History

U.S.A
Claudia Florian
+1 323 436 5437

Old Master Pictures

UK
Andrew Mckenzie
+44 20 7468 8261
U.S.A
Mark Fisher
+1 323 436 5488

Orientalist Art

Charles O'Brien
+44 20 7468 8360

Photography

U.S.A
Judith Eurich
+1 415 503 3259

Prints and Multiples

UK
Lucia Tro Santafe
+44 20 7468 8262
U.S.A
Judith Eurich
+1 415 503 3259

Russian Art

UK
Daria Chernenko
+44 20 7468 8334
U.S.A
Yelena Harbick
+1 212 644 9136

Scientific Instruments

Jon Baddeley
+44 20 7393 3872
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Scottish Pictures

Chris Brickley
+44 131 240 2297

Silver & Gold Boxes

UK
Ellis Finch
+44 20 7393 3973
U.S.A
Aileen Ward
+1 323 436 5463

South African Art

Giles Peppiatt
+44 20 7468 8355

Sporting Guns

Patrick Hawes
+44 20 7393 3815

Travel Pictures

Veronique Scorer
+44 20 7393 3962

Urban Art

Gareth Williams
+44 20 7468 5879

Watches & Wristwatches

UK
Jonathan Darracott
+44 20 7447 7412
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Whisky

UK
Martin Green
+44 1292 520000
U.S.A
Erin McGrath
+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

Wine

UK
Richard Harvey
+44 (0) 20 7468 5811
U.S.A
Kate Wollman
+1 415 503 3221
Erin McGrath
+1 415 503 3363
HONG KONG
Daniel Lam
+852 3607 0004

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

Paddle number (for office use only)

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

Data protection – use of your information

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com.

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself

☐

Please contact me with a shipping quote (if applicable)

☐

| | | | |
|---|--|--|--|
| Sale title: | | Sale date: | |
| Sale no. | | Sale venue: | |
| If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids. | | | |
| General Bid Increments: | | | |
| £10 - 200by 10s | | £10,000 - 20,000by 1,000s | |
| £200 - 500by 20 / 50 / 80s | | £20,000 - 50,000by 2,000 / 5,000 / 8,000s | |
| £500 - 1,000by 50s | | £50,000 - 100,000by 5,000s | |
| £1,000 - 2,000by 100s | | £100,000 - 200,000by 10,000s | |
| £2,000 - 5,000by 200 / 500 / 800s | | above £200,000at the auctioneer's discretion | |
| £5,000 - 10,000by 500s | | | |
| The auctioneer has discretion to split any bid at any time. | | | |
| Customer Number | | Title | |
| First Name | | Last Name | |
| Company name (to be invoiced if applicable) | | | |
| Address | | | |
| | | | |
| City | | County / State | |
| Post / Zip code | | Country | |
| Telephone mobile | | Telephone daytime | |
| Telephone evening | | Fax | |
| Preferred number(s) in order for Telephone Bidding (inc. country code) | | | |
| | | | |
| E-mail (in capitals) | | | |
| By providing your email address above, you authorise Bonhams to send to this address information relating to Sales, marketing material and news concerning Bonhams. Bonhams does not sell or trade email addresses. | | | |
| I am registering to bid as a private buyer | | I am registering to bid as a trade buyer | |
| <input type="checkbox"/> | | <input type="checkbox"/> | |
| If registered for VAT in the EU please enter your registration here: | | Please tick if you have registered with us before | |
| <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> | | <input type="checkbox"/> | |

Please note that all telephone calls are recorded.

| Telephone or Absentee (T / A) | Lot no. | Brief description | MAX bid in GBP (excluding premium & VAT) | Covering bid* |
|-------------------------------|---------|-------------------|--|---------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond☐I will collect from Park Royal or bonded warehouse☐Please include delivery charges (minimum charge of £20 + VAT)☐

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature:Date:

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

UK/06/14

INDEX

B

| | |
|------------------------|-------------------|
| Battiss, Walter Whall | 15, 22 |
| Bell, Deborah Margaret | 47 |
| Bester, Willie | 48, 49, 56, 57 |

C

| | |
|------------------|----|
| Coetzee, Christo | 13 |
|------------------|----|

G

| | |
|------------------|----|
| Goldblatt, David | 43 |
|------------------|----|

H

| | |
|---------------------------|-------------------|
| Hodgins, Robert Griffiths | 23, 24, 38, 55 |
|---------------------------|-------------------|

K

| | |
|---------------------------|--------|
| Kentridge, William Joseph | 33, 46 |
| Krige, Francois | 34 |
| Kumalo, Sydney Alex | 26 |

L

| | |
|--|-----------|
| Laubscher, Erik (Frederik Bester Howard) | 30 |
| Laubser, Maggie (Maria Magdalena) | 4, 40, 51 |
| Legae, Ezrom Kgobokanyo Sebata | 59 |
| Lewis, Alfred Neville | 5 |
| Lewis, Dylan | 54 |

N

| | |
|--------------------|---|
| Naudé, Pieter Hugo | 2 |
|--------------------|---|

P

| | |
|------------------------------|---------------------------------|
| Page, Frederick Hutchison | 17 |
| Pemba, George Milwa Mnyaluza | 7, 20, 37 |
| Pierneef, Jacob Hendrik | 1, 6, 14, 21, 31, 41, 50, 61 |
| Preller, Alexis | 10, 35 |

S

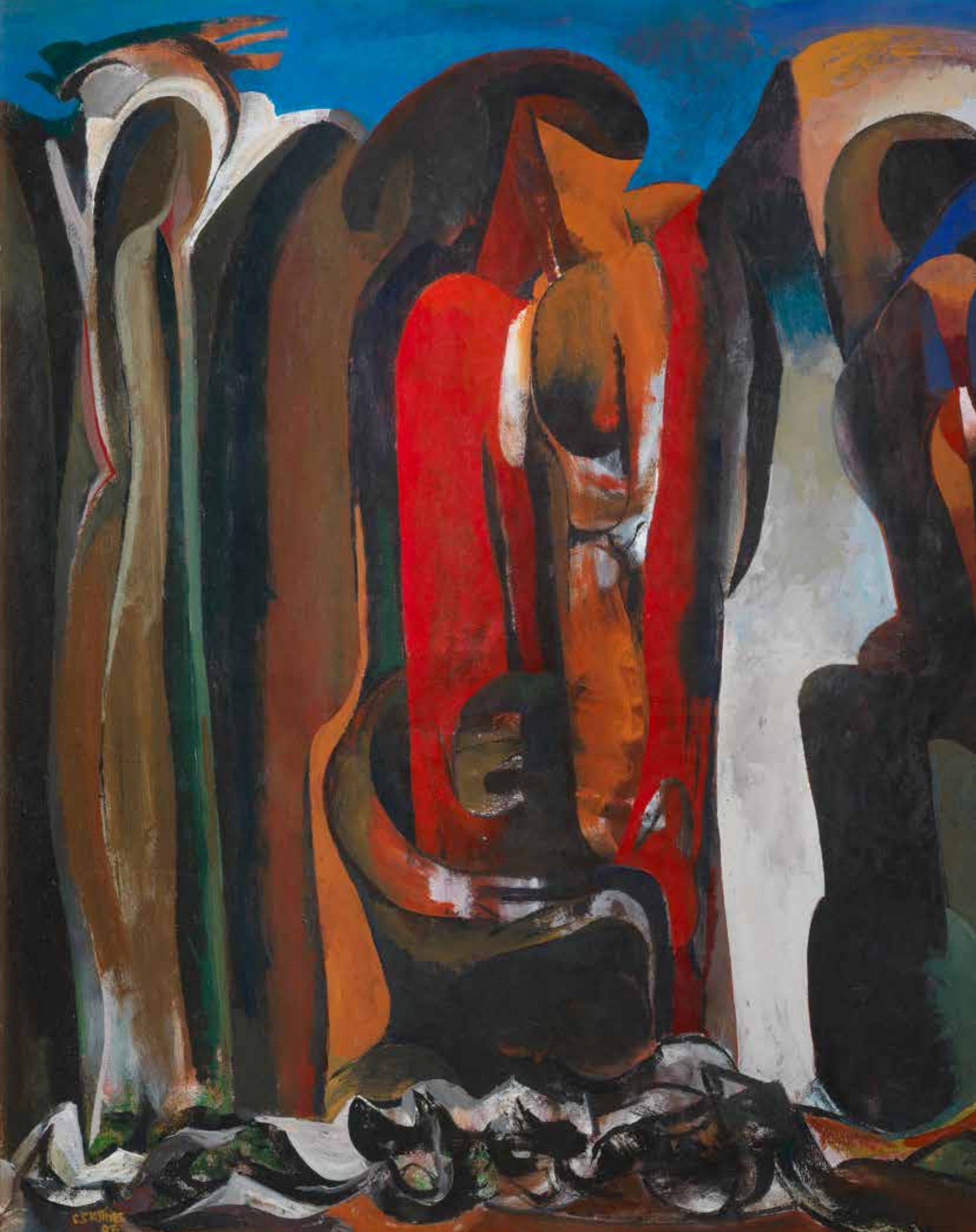
| | |
|----------------------------------|----------------------------------|
| Scully, Larry (Laurence Vincent) | 44 |
| Sekoto, Gerard | 16, 27, 28, 29, 36, 52, 60 |
| Skotnes, Cecil Edwin Frans | 25, 42 |
| Smit, Lionel | 58 |
| Stern, Irma | 8, 11, 12, 18, 32, 39, 45, 53 |

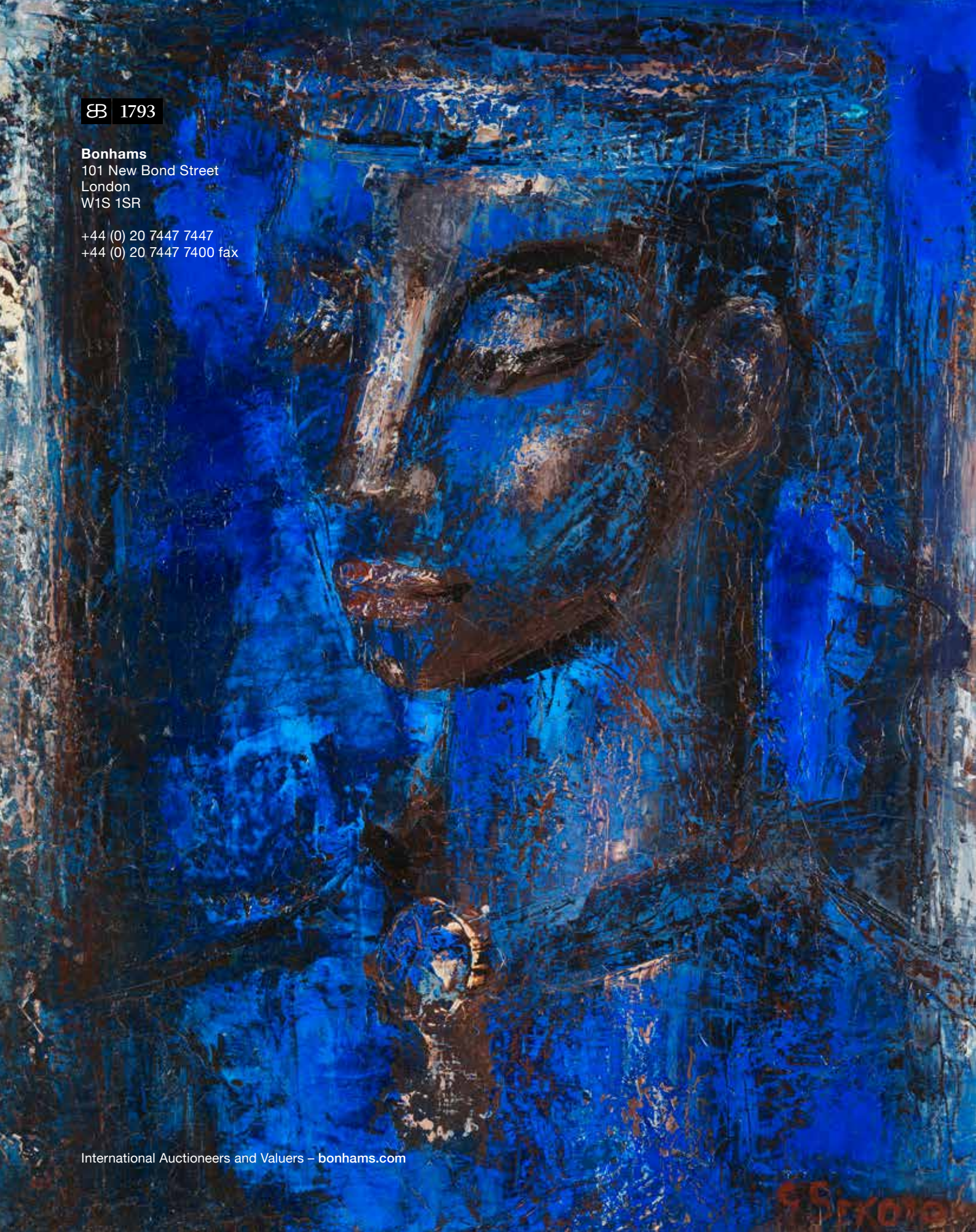
T

| | |
|------------------------------------|-------|
| Tretchikoff, Vladimir Griegorovich | 9, 19 |
|------------------------------------|-------|

W

| | |
|--------------------------|---|
| Welz, Jean Max Friedrich | 3 |
|--------------------------|---|





EB 1793

Bonhams

101 New Bond Street
London
W1S 1SR

+44 (0) 20 7447 7447

+44 (0) 20 7447 7400 fax